

Exhibit A

New Organizational Documents

This **Exhibit A** includes the following New Organizational Documents of the Reorganized Debtors:

Exhibit A(i): Corporate Governance Term Sheet

Exhibit A(ii): Identity of New Board and Insider Compensation

Certain documents, or portions thereof, contained in this **Exhibit A** and the Plan Supplement remain subject to continuing review and discussions among the Debtors, the Ad Hoc Group, and the Freedom Lender Group consistent with their respective consent and consultation rights. The rights of the Debtors are expressly reserved, subject to the terms and conditions set forth in the Plan (including all applicable consultation, consent, and/or approval rights contained or contemplated therein), to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Global Settlement and the Plan, or by order of the Bankruptcy Court.

Exhibit A(i)

Corporate Governance Term Sheet

*Draft***Summary of Terms of Governance Documents**¹

Capitalized terms used in this Summary of Terms of Governance Documents (this “Governance Term Sheet”) and not otherwise defined herein shall have the meanings given to such terms in the *Eighth Amended Joint Chapter 11 Plan of Franchise Group, Inc. and its Affiliated Debtors* [Docket No. 1312] (as amended, restated, supplemented or otherwise modified from time to time, the “Plan”). The terms in this Governance Term Sheet do not purport to be complete and shall not in any way be binding upon the Debtors, any of the Holders of DIP Claims or any of the Holders of Prepetition First Lien Loan Claims (including any member of the Ad Hoc Group), and do not create any legal obligations or commitments on any such Person, unless and until the entry into by the Companies (as defined below) and the Unitholders (as defined below) of definitive documentation with respect to the matters set forth herein.

THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY PLAN OF REORGANIZATION IN CONTRAVENTION OF APPLICABLE LAW IN ANY JURISDICTION, IT BEING UNDERSTOOD THAT ANY SUCH OFFER OR SOLICITATION, IF ANY, WILL BE MADE ONLY IN COMPLIANCE WITH APPLICABLE PROVISIONS OF SECURITIES, BANKRUPTCY AND/OR OTHER APPLICABLE LAWS. THIS TERM SHEET IS BEING PROVIDED AS A POSSIBLE COMPROMISE AND IS THUS SUBJECT TO FEDERAL RULE OF EVIDENCE 408.

New TopCo:

New TopCo will be a newly formed Delaware limited liability company.² New TopCo and its subsidiaries shall be referred to herein, individually, as a “Company” and, collectively, the “Companies”.

Parties to New LLC Agreement:

On the Effective Date, New TopCo will enter into a limited liability company agreement in form and substance materially consistent with this Governance Term Sheet³ (the “New LLC Agreement”) with each Person that receives New Common Units (as defined below) in connection with the Plan Equitization Transaction.

Persons that own or hold New Common Units from time to time are referred to herein, each as a “Unitholder” and, collectively, the “Unitholders”.

¹ **Note to Draft:** The rights and obligations set forth in this Governance Term Sheet are subject to change based on relative *pro forma* equity holdings of the institutions that will receive Class A Common Units pursuant to the Plan.

² **Note to Draft:** The tax classification of New TopCo for U.S. income tax purposes is subject to ongoing discussions among certain members of the Ad Hoc Group.

³ **Note to Draft:** To the extent that any of the following provisions in the New LLC Agreement are materially inconsistent with this Governance Term Sheet, the Freedom Lender Group shall have a consent right over such provisions, solely to the extent of any such material inconsistency: “Transfers”, “Tag-Along Rights”, “Drag-Along Rights”, “Preemptive Rights”, “Information Rights”, and “Registration Rights”.

New Common Units:

The New LLC Agreement shall initially provide for the following two classes of limited liability company interests: (i) Class A Voting Common Units ("Class A Common Units"), and (ii) Class B Limited-Voting Common Units ("Class B Common Units"). The Class A Common Units, the Class B Common Units and any other class or series of common limited liability company interests of the Company that are authorized by the New Board (as defined below) from time to time are collectively referred to in this Governance Term Sheet as the "New Common Units". Class A Common Units will be voting units and will be issued on the Effective Date in accordance with the Plan. References in the Plan to Reorganized Common Equity shall be deemed to be references to the Class A Common Units. Class B Common Units will be limited-voting units and may only be issued from time to time pursuant to awards granted to directors, managers, officers and employees of any of the Companies under a management incentive plan to be adopted by the New Board, as determined by the New Board in its sole discretion.

On and after the Effective Date, none of the New Common Units will be listed for trading on a securities exchange, and none of the Companies will be required to file reports with the United States Securities and Exchange Commission unless it is required to do so pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act").

The New Board shall decide whether the New Common Units will be certificated or uncertificated and the identity of the transfer, registrar or other similar agent, if any, for the New Common Units; provided, however, that the Class A Common Units issued on the Effective Date shall be uncertificated.

References herein to any class or series of New Common Units shall apply to limited liability company interests or other equity securities of New TopCo issued to Unitholders in respect of, in exchange for, or in substitution of, such class or series of New Common Units by reason of any reorganization, recapitalization, reclassification, merger, consolidation, spin-off, partial or complete liquidation, unit dividend, split-up, sale of assets, distribution to unitholders or combination of such class or series of New Common Units or any other change in New TopCo's capital structure.

Board of Managers:

The New Board shall consist of seven (7) managers on the Effective Date (each manager on the New Board, a "Manager" and, collectively, the "Managers"). Subject to the other provisions of this Governance Term Sheet, the Managers are to be designated or elected (as applicable) as follows:

- (i) one (1) individual designated by Specified Unitholders that are Affiliates (as defined below) of [HG Vora Capital

Management, LLC]⁴ (collectively, the “HG Vora Unitholders”) for so long as the HG Vora Unitholders own or hold fifteen percent (15.0%) or more of the issued and outstanding Class A Common Units;

- (ii) one (1) individual designated by each Specified Unitholder (as defined below) that owns or holds (together with its Affiliates) twenty percent (20.0%) or more of the issued and outstanding Class A Common Units, but only for so long as such Specified Unitholder owns or holds (together with its Affiliates) fifteen percent (15.0%) or more of the issued and outstanding Class A Common Units; provided, that no Specified Unitholder shall be permitted to designate a Manager pursuant to this clause (ii) prior to the one year anniversary of the Effective Date (the “Trigger Date”);
- (iii) the following number of individuals elected by vote of Unitholders holding a plurality of the votes of the Class A Common Units present in person or represented by proxy at a meeting of Unitholders held for purposes of electing any such individual as a Manager (or by the Majority Unitholders (as defined below) acting by written consent): six (6) minus the total number of Designation Rights (as defined below) in effect as of the time of determination; and
- (iv) the individual then serving as the Chief Executive Officer of New TopCo (the “Chief Executive Officer” and as a Manager, the “CEO Manager”), if any.

The term “Affiliate” means, with respect to any Person, any other Person that (either directly or indirectly) controls, is controlled by, or is under common control with the specified Person, and shall also include any Related Fund (as defined below) of such Person. The term “Related Fund” means, with respect to any Person, any fund, account or investment vehicle that is controlled, managed or advised by (a) such Person, (b) an Affiliate of such Person or (c) the same investment manager, advisor or subadvisor that controls, manages or advises such Person or an Affiliate of such investment manager, advisor or subadvisor. The term “Majority Unitholders” means, as of any time of determination, Unitholders that collectively own or hold greater than fifty percent (50.0%) of the issued and outstanding Class A Common Units as of such time of determination; provided, that at any time there are two (2) or more unaffiliated Unitholders that own or hold Class A Common Units, “Majority Unitholders” shall include at least two (2) unaffiliated Unitholders that own or hold Class A Common Units.

⁴ **Note to Draft:** HG Vora to confirm name of investment manager.

The term “Specified Unitholders” means, as of any time of determination, Unitholders who are Affiliates of any of the Persons listed on Schedule A attached hereto as of such time.

Each of the Managers (including any Manager appointed to fill any vacancy on the New Board, but excluding the CEO Manager) shall be an Independent Manager. The term “Independent Manager” means an individual who is not employed by (x) any of the Companies or (y) any of the Unitholders or any of their respective Affiliates as of the time that such individual is designated or elected to be a Manager or at any time six (6) months prior to such time. Notwithstanding anything in the foregoing, a Manager may be an individual who is employed by any Unitholder or any of its Affiliates at the time such individual is designated or elected to be a Manager or at any time six (6) months prior to such time (any such Unitholder, an “Interested Unitholder”) if the designation or election of such individual to be a Manager is approved by the Unitholders (excluding each of the Interested Unitholders) (the “Disinterested Unitholders”) who collectively own or hold at least 66-2/3% of the issued and outstanding Class A Common Units owned or held by all Disinterested Unitholders as of such time.

The right of any Unitholder(s) to designate a Manager pursuant to clause (i) or clause (ii) above shall be referred to in this Governance Term Sheet as a “Designation Right”. No Unitholder, together with its Affiliates, shall be entitled to more than one (1) Designation Right at any time (it being understood that if the HG Vora Unitholders have a Designation Right under clause (i) above as of a particular time, then the HG Vora Unitholders shall not be entitled to a Designation Right under clause (ii) above as of such time). If any Specified Unitholder obtains a Designation Right under clause (ii) above (a “Springing Designation Right”) prior to the Trigger Date, then such Specified Unitholder shall not be entitled to exercise such Springing Designation Right, and such Springing Designation Right shall not be in effect, until the Trigger Date and only if such Specified Unitholder continues to own or hold (together with its Affiliates) fifteen percent (15.0%) or more of the issued and outstanding Class A Common Units as of the Trigger Date. Designation Rights shall not be assignable to any Person.

If at any time the HG Vora Unitholders’ Designation Right under clause (i) above terminates, then such termination shall be permanent and shall not be reversed if the HG Vora Unitholders shall thereafter own or hold fifteen percent (15.0%) or more of the issued and outstanding Class A Common Units; provided, that the foregoing shall not prevent the HG Vora Unitholders from obtaining a Springing Designation Right at any time after any such termination.

The initial chairperson of the New Board (the “Chairperson”) shall be a Manager determined by the Ad Hoc Group. Any subsequent Chairperson shall be a Manager elected by the New Board.

Managers not employed by any of the Companies, any of the Unitholders or any Affiliates of any of the Unitholders shall receive market-rate compensation from New TopCo, such market-rate compensation to be determined by the Majority Unitholders. Each Manager shall be reimbursed for reasonable and documented out-of-pocket costs and expenses incurred in the performance of his or her duties as a Manager.

The New Board may establish one or more committees of the New Board to exercise the powers of the New Board. For the avoidance of doubt, no committee shall be authorized to take any action that the New Board could not take itself.

None of (A) the Unitholders (except any Unitholder that is an employee of any of the Companies, any Unitholder that is a family member of an employee of any of the Companies, or any Unitholder that is controlled by an employee of any of the Companies or any such employee’s family members) or (B) the Affiliates of any Unitholders described in clause (A) (except any such Affiliate that is an employee of any of the Companies, any such Affiliate that is a family member of any employee of any of the Companies, or any such Affiliate that is controlled by any employee of any of the Companies or any such employee’s family members) (the foregoing Persons, the “Identified Persons”) will be subject to any fiduciary or other duty, including any duty relating to the doctrine of corporate (or analogous) opportunity or any other similar doctrines and the New LLC Agreement will provide for a broad corporate (or analogous) opportunity waiver in favor of all Identified Persons. The New LLC Agreement shall provide that the fiduciary duties of the Identified Persons shall be eliminated or limited to the fullest extent permitted by the Delaware Limited Liability Company Act (the “DLLCA”).

Nothing contained in the New LLC Agreement shall limit or otherwise impact the ability of any Identified Person (i) to, directly or indirectly, sell or purchase the debt or equity securities of any Person (other than New TopCo) or (ii) from engaging or competing in any line of business.

Each Manager, in his or her capacity as such, shall have the same fiduciary duties as those of a member of a board of directors of a corporation organized under the laws of the State of Delaware; provided, however, the New LLC Agreement shall contain a customary waiver with respect to each of the Managers and, as determined by the New Board, any officers of New TopCo for monetary damages for breach of the duty of care as contemplated

by Section 102(b)(7) of the Delaware General Corporation Law to the fullest extent similarly permitted by the DLLCA.

Quorum and Voting:

A quorum for meetings of the New Board will require the attendance of a majority of the Managers then in office. The vote of a majority of the Managers present and entitled to vote at a meeting at which a quorum is present shall be the act of the New Board, unless the express provision of a statute requires a different vote, in which case such express provision shall govern and control. Any Manager or member of any committee of the New Board may participate in any meeting of the New Board or any committee of the New Board (each such meeting, a “Meeting”) through the use of any means of communication (including by remote means) by which all persons participating can hear each other at the same time or by any other means permitted by the DLLCA. Any Manager or member of any committee of the New Board participating in any such Meeting by any such means of communication is deemed to be present in person at such Meeting.

Any action required or permitted to be taken at any meeting of the New Board may be taken without a meeting, without prior notice and without a vote if all members then-serving on the New Board consent in writing.

Removal of Managers:

If a Designation Right of a Specified Unitholder terminates, then the Manager (if any) serving on the New Board that was designated pursuant to such terminated Designation Right shall be removed from the New Board at the request of the Majority Unitholders or shall be removed from the New Board in connection with the exercise of a Springing Designation Right (as further described below). For the avoidance of doubt, a Designation Right of a Specified Unitholder shall terminate if such Specified Unitholder owns or holds (together with its Affiliates) less than fifteen percent (15.0%) of the issued and outstanding Class A Common Units at any time after such Specified Unitholder obtains such Designation Right.

Except for any removal of a Manager at the request of the Majority Unitholders on account of the termination of such Designation Right or any removal of a Manager in connection with the exercise of a Springing Designation Right after such Designation Right has terminated, the Unitholder(s) entitled to designate a Manager pursuant to a Designation Right shall have the exclusive right to require removal, whether with or without cause, of the Manager that has been designated by such Unitholder(s) pursuant to such Designation Right.

If any Specified Unitholder obtains a Springing Designation Right and elects to exercise such Springing Designation Right (any such Specified Unitholder, an “Exercising Unitholder”), then such Exercising Unitholder shall deliver written notice of such exercise

(an “Exercise Notice”) to New TopCo (whereupon New TopCo shall promptly notify all Unitholders (other than the Exercising Unitholder and its Affiliates) that own or hold Class A Common Units (the “Non-Exercising Unitholders”) of such exercise); provided, that such Exercising Unitholder shall not be entitled to deliver any such Exercise Notice until after the Trigger Date. If an Exercise Notice is delivered to New TopCo after the Trigger Date, then the Non-Exercising Unitholders who collectively own or hold greater than fifty percent (50.0%) of the issued and outstanding Class A Common Units owned or held by all Non-Exercising Unitholders as of the time in question shall select a Manager to be removed from the New Board. If the Non-Exercising Unitholders fail to select a Manager to be removed from the New Board within 45 days after the date on which the Exercise Notice was delivered to New TopCo, then the Exercising Unitholder shall have the right to select a Manager to be removed from the New Board. Notwithstanding the foregoing, (i) none of the following Managers may be removed from the New Board in connection with the exercise of a Springing Designation Right: (a) any Manager that was designated pursuant to a Designation Right and such Designation Right is then in effect, or (b) the CEO Manager; and (ii) no Manager may be removed from the New Board in connection with the exercise of a Springing Designation Right (a) if there is a vacancy on the New Board at the time of the proposed removal and such vacancy was not created as a result of (x) a Manager that was designated pursuant to a Designation Right ceasing to serve on the New Board and such Designation Right is then in effect or (y) the CEO Manager ceasing to serve on the New Board, and (b) unless the Exercising Unitholder has designated an individual to serve as a Manager immediately following the removal of such Manager proposed to be removed (which designation shall be made in the Exercise Notice delivered by such Exercising Unitholder).

Any Manager that was not designated pursuant to a Designation Right and is not the CEO Manager may be removed, with or without cause, by the Majority Unitholders. If for any reason the individual serving as the Chief Executive Officer shall cease to serve as the Chief Executive Officer (whether from termination, resignation, death, disability or otherwise), then (A) such individual shall be automatically removed as a Manager, and (B) the successor Chief Executive Officer, if any, shall be automatically appointed as a Manager when such person becomes the Chief Executive Officer.

Vacancies on the New Board:

Except for any vacancy on the New Board created as a result of the resignation or removal of a Manager on account of the termination of a Designation Right or any vacancy on the New Board created as a result of the resignation or removal of a Manager in connection with the exercise of a Springing Designation Right after a Designation Right has terminated, any

vacancy on the New Board resulting from the resignation or removal of a Manager that was designated pursuant to a Designation Right, or resulting from any such Manager becoming unable to serve on the New Board as a result of death, disability or otherwise, shall be filled by the Unitholder(s) then entitled to designate such Manager pursuant to such Designation Right.

Any vacancy on the New Board resulting from the resignation or removal of a Manager that was not designated pursuant to a Designation Right (other than the resignation or removal of the CEO Manager or the resignation or removal of a Manager in connection with the exercise of a Springing Designation Right), or resulting from any such Manager becoming unable to serve on the New Board as a result of death, disability or otherwise, shall be filled with an individual elected by vote of Unitholders holding a plurality of the votes of the Class A Common Units present in person or represented by proxy at a meeting of Unitholders held for purposes of filling such vacancy (or by the Majority Unitholders acting by written consent); provided, that such vacancy may also be filled by an Electing Unitholder in connection with the exercise of a Springing Designation Right.

Any vacancy on the New Board resulting from the removal of a Manager in connection with the exercise of a Springing Designation Right shall be filled with an individual selected by the Exercising Unitholder exercising such Springing Designation Right (which individual shall be identified in the Exercise Notice delivered by such Exercising Unitholder).

Any vacancy on the New Board resulting from the resignation or removal of a Manager on account of the termination of a Designation Right, or resulting from any such Manager becoming unable to serve on the New Board as a result of death, disability or otherwise, shall be filled with an individual elected by vote of Unitholders holding a plurality of the votes of the Class A Common Units present in person or represented by proxy at a meeting of Unitholders held for purposes of filling such vacancy (or by the Majority Unitholders acting by written consent); provided, that such vacancy may also be filled by an Electing Unitholder in connection with the exercise of a Springing Designation Right.

There shall be no cumulative voting for Managers, and the Board shall not be staggered or classified.

Board Meetings:

Regular meetings of the New Board shall be held at such time or times and with such frequencies as may be determined by the New Board. In addition, the Chairperson or any two (2) Managers may call a special meeting of the New Board. Any such regular or special meeting may be done in person or by remote communication.

Subsidiaries:

The composition of the board of directors, board of managers or other governing body of any direct or indirect subsidiary of New TopCo (including any committee thereof) (each, a “Subsidiary Governing Body”) shall be comprised of one or more executive employees of any of the Companies or other individuals selected or approved by the New Board that are not employees of any of the Unitholders or any of their respective Affiliates (other than the Companies), except for any direct or indirect subsidiary of New TopCo which is either (i) a limited liability company that is managed by its member(s), (ii) a limited partnership that is managed by its general partner, or (iii) required by Law or contract to have a different composition.

Special Meetings of Unitholders:

Special meetings of the Unitholders may be called by the New Board or at the written request of the Unitholders or group of Unitholders who collectively own or hold at least twenty-five percent (25.0%) of the issued and outstanding Class A Common Units.

Action by written consent of the Unitholders without a meeting shall be permitted. Action by written consent shall require the consent of the Unitholders that own or hold the same percentage of New Common Units that would be required to take the same action at a Unitholder meeting at which all then-issued and outstanding New Common Units entitled to vote thereon were present and voted.

Certain Transactions Requiring
Approval of New Board and Majority
Unitholders:

None of the Companies shall take any of the actions listed on Schedule B attached hereto without the approval of the New Board and the Majority Unitholders. None of the Companies shall make any distributions or dividends to Unitholders that own or hold Class A Common Units that are not made to such Unitholders (a) on a *pro rata* basis (based on the number of Class A Common Units owned or held by such Unitholders immediately prior to any such distribution or dividend), or (b) in the same form (unless all such Unitholders are provided with the same option as to the form of such distribution or dividend) without the written approval of the New Board and each Unitholder that holds Class A Common Units.

Amendments:

Any amendments to the New LLC Agreement will require the approval of the Majority Unitholders.

Notwithstanding the foregoing, no amendment or modification of any provision of the New LLC Agreement (including any amendments made pursuant to or in connection with a merger, consolidation or reorganization of New TopCo, except in

connection with a Sale Transaction (as defined below)) relating to:

(i) “Transfers”, “Tag-Along Rights”, “Drag-Along Rights”, “Preemptive Rights”, “Information Rights”, “Limitations on Affiliate Transactions” or the definition of “Super-Majority Unitholders” shall, in any such case, be made without the affirmative vote or written consent of the Super-Majority Unitholders (as defined below);

(ii) the designation or election of Managers (including the qualifications of Managers), the terms and conditions of Designation Rights, the appointment of the Chairperson, the duties of Identified Persons and Managers, the removal of Managers, the filling of vacancies on the New Board, or the composition of Subsidiary Governing Bodies shall, in any such case, be made without the affirmative vote or written consent of the Super-Majority Unitholders;

(iii) the Designation Right of any Unitholder, the right of any Unitholder to remove any Manager that was designated pursuant to the Designation Right of such Unitholder or to cause the removal of any Manager in connection with the exercise of the Springing Designation Right of such Unitholder (as applicable), or the right of any Unitholder to fill the vacancy on the New Board created by the resignation, removal or inability to serve on the New Board of any Manager that was designated pursuant to the Designation Right of such Unitholder or the right of any Unitholder to fill a vacancy on the New Board shall, in any such case, be made without the affirmative vote or written consent of such Unitholder (it being understood that a Unitholder shall only be entitled to a vote or consent right under this clause (iii) if such Unitholder has a Designation Right in effect at the time in question);

(iv) the definition of “Specified Unitholders” shall be made without the affirmative vote or written consent of each Specified Unitholder;

(v) the definition of “HG Vora Unitholders” shall be made without the affirmative vote or written consent of the HG Vora Unitholders; and

(vi) the amendments section of the New LLC Agreement shall be made without the affirmative vote or written consent of the Unitholder(s) or requisite percentage or number of Unitholders that would be required to amend the underlying provision of such New LLC Agreement to which such amendment or modification relates.

In addition, no amendment or modification of any provision of the New LLC Agreement (including any amendments made pursuant to or in connection with a merger, consolidation or reorganization of New TopCo, except in connection with a Sale Transaction with any Person other than the Selling Unitholders or any Affiliates thereof) that would adversely affect the rights or increase the obligations of any Unitholder set forth in the New LLC Agreement in a manner that is disproportionate in any material respect to the effect of such amendment or modification on the rights and obligations of any of the other Unitholders set forth in the New LLC Agreement (without regard to any effect resulting from (x) the individual circumstances of any such Unitholder, (y) the differences in the respective percentages of ownership of New Common Units of the Unitholders or (z) amendments to the rights and obligations of a specific class or series of equity interests of New TopCo that do not have an adverse effect in any material respect on another class or series of equity interests of New TopCo) shall be made without the affirmative vote or written consent of such affected Unitholder; provided, however, that, for the avoidance of doubt, neither the creation of a new class or series of equity interests of New TopCo (including any amendments to the New LLC Agreement to incorporate the terms, rights, preferences and privileges of such new class or series of equity interests of New TopCo in connection with the creation of such equity interests), nor the issuance of any additional New Common Units or other equity interests of New TopCo (including any amendments to the New LLC Agreement to incorporate the terms of any such additional issuance), in each case in accordance with the terms of the New LLC Agreement relating to the creation and issuance of equity interests of New TopCo, shall be deemed to adversely affect the rights or obligations of any Unitholder.

The term “Super-Majority Unitholders” means, as of any time of determination, Unitholders that collectively own or hold at least 66-2/3% of the issued and outstanding Class A Common Units as of such time; provided, that at any time there are two (2) or more unaffiliated Unitholders that own or hold Class A Common Units, “Super-Majority Unitholders” shall include at least two (2) unaffiliated Unitholders that own or hold Class A Common Units.

Transfers:

New Common Units will be transferable by the holders thereof (a) only in transactions exempt from the registration requirements of the Securities Act and (b) subject to the satisfaction of the following conditions precedent: (i) delivery to New TopCo of a written notice (a “Transfer Notice”) of such transfer not less than five (5) Business Days prior to such transfer, (ii) delivery to New TopCo of representation letters from the transferor and the transferee (including a representation from the transferee that the transferee is an “accredited investor” as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act

(an “Accredited Investor”))⁵, (ii) to the extent requested by the New Board prior to five (5) Business Days after delivery of the Transfer Notice, delivery to New TopCo of an opinion of counsel to the transferor to the effect that such transfer complies with applicable federal and state securities laws (except where the transferor is an Affiliate of the transferee), and (iv) the transferee’s execution of a joinder to the New LLC Agreement (unless the transferee is already a party to the New LLC Agreement). Transfers that do not satisfy the foregoing conditions prior to the consummation thereof shall be void *ab initio* and will not be recognized by New TopCo. Any conditions set forth in clause (b) above may be waived by New TopCo.

Any transfer, or series of transfers, of New Common Units (w) that, if consummated, would (1) result in any violation of applicable Law, (2) result in New TopCo having, in the aggregate, 1,000 or more holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) of any class of New Common Units, or 400 or more holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) of any class of New Common Units that are not Accredited Investors, (3) require New TopCo to register any equity interests of New TopCo under the Exchange Act, (4) cause New TopCo to register as an “investment company” under the Investment Company Act of 1940, as amended, (5) cause the underlying assets of New TopCo to be deemed “plan assets” as defined under certain labor regulations or constitute or result in a non-exempt prohibited transaction under Section 406 of the U.S. Employee Retirement Income Security Act of 1974, as amended, or Section 4975 of the Internal Revenue Code of 1986, as amended (the “Code”)[, or (6) cause New TopCo to be treated as a “publicly traded partnership” under Section 7704 of the Code]⁶, (x) to a Person that is not an Accredited Investor, (y) to a Competitor (as defined below), or (z) to any Person that is the target of any sanctions or is a controlled Affiliate of any such Person, in any such case, will be void *ab initio* and will not be recognized by New TopCo. Subject to applicable law, nothing contained in the New LLC Agreement shall prevent the Unitholders from transferring, hypothecating, pledging or otherwise disposing of New Common Units or their ownership rights in New Common Units for the purpose of effecting margin transactions or in connection with any financing activity or arrangement undertaken by the Unitholders or their Affiliates in the ordinary course of business.

⁵ **Note to Draft:** The form of representation letters shall be mutually agreed among the Debtors, the Freedom Lender Group and the Required Consenting First Lien Lenders prior to the Effective Date.

⁶ **Note to Draft:** Subject to resolution on discussions regarding the tax classification of New TopCo for U.S. income tax purposes.

A transfer of New Common Units in a Sale Transaction by a Selling Unitholder (as defined below) or a Dragged Unitholder (as defined below) shall not be subject to the requirements of this “Transfers” section, other than clause (a) above.

In addition to the foregoing, Class B Common Units will be subject to additional customary transfer restrictions and risks of forfeiture to be set forth in a management incentive plan to be adopted by the New Board and/or any agreement, contract or other instrument or document evidencing or governing an award issued under any such management incentive plan.

The term “Competitor” means, as of any time of determination, (A) any Person that is identified by name on the Restricted List (as defined below) as of such time of determination, which may include one of more Investment Funds (as defined below), (B) any Person that is engaged in competition with any of the Companies as of such time, as reasonably determined by the New Board, and (C) any Person that is an Affiliate of any Person referred to in clause (A) or clause (B) that is reasonably identifiable as an Affiliate of any such Person on the basis of such Affiliate’s name; provided, that, (x) solely with respect to clause (A), a Competitor shall not include (I) any Person that is a Unitholder at the time the New Board determines to identify such Person on the Restricted List, or (II) any Affiliate of any Person described in clause (x)(I), which Affiliate is an Investment Fund or any entity that is formed by an Investment Fund and whose only assets are or will be (after giving effect to any proposed or contemplated transfer), directly or indirectly, New Common Units or other securities or indebtedness of any of the Companies, and (y) solely with respect to clause (B), a Competitor shall not include (I) any Investment Fund, or (II) any entity that is formed by an Investment Fund and whose only assets are or will be (after giving effect to any proposed or contemplated transfer), directly or indirectly, New Common Units or other securities or indebtedness of any of the Companies (it being understood that a Person described in clause (y)(I) or clause (y)(II) may be a Competitor under clause (A) or clause (C)).

The term “Restricted List” means a schedule or list of disqualified transferees as determined by the New Board, as such schedule or list may be amended, supplemented, updated or modified from time to time by the New Board. With respect to any proposed transfer, the Restricted List shall be the Restricted List most recently provided by New TopCo as of prior to delivery of the Transfer Notice.

The term “Investment Fund” means a *bona fide* investment fund or other investment vehicle, such as a hedge fund, private equity fund, an account, a share trust, an investment trust, an investment

company, a pension fund, or an insurance company, in each case, the business, operations or assets of which are held for investment purposes and the investments in which are professionally managed.

Preemptive Rights:

New TopCo shall not, and New TopCo shall not cause or permit any of its subsidiaries to, sell or issue additional equity interests (including, for the avoidance of doubt, any options, warrants or other securities that are convertible into, or exchangeable or exercisable for, New Common Units, limited liability company interests or shares of capital stock) (collectively, “Additional Securities”) to any Person (including any then-current Unitholder), other than in a *pro rata* distribution to all Unitholders that own or hold New Common Units of a particular class or series and certain other customary exceptions, unless New TopCo or its applicable subsidiary offers to permit each Unitholder that is an Accredited Investor (any such Unitholder, a “Preemptive Unitholder”) to purchase its *pro rata* portion (calculated on the basis of the Class A Common Units owned or held by such Preemptive Unitholder relative to the Class A Common Units owned or held by all Preemptive Unitholders) of such Additional Securities on the same terms and conditions as each other Preemptive Unitholder. If any of the Preemptive Unitholders do not elect to purchase their respective full *pro rata* portions of the Additional Securities, then the Preemptive Unitholders that have elected to purchase their full *pro rata* portions of the Additional Securities shall be offered the right to purchase any such unpurchased Additional Securities (and such procedure of offering and purchasing Additional Securities shall be repeated until either (x) there are no unpurchased Additional Securities or (y) no Preemptive Unitholders elect to purchase any such unpurchased Additional Securities).

New TopCo may comply with its obligations described in the immediately preceding paragraph by first selling to (or causing its applicable subsidiary to sell to) one or more Persons (including, without limitation, any of the Preemptive Unitholders and/or any of their respective Affiliates) (each, an “Accelerated Acquirer”) all or any portion of the Additional Securities contemplated to be sold, and, promptly thereafter, offering to sell to the Preemptive Unitholders the number or amount of such Additional Securities the Preemptive Unitholders would have been entitled to purchase pursuant to the immediately preceding paragraph as if New TopCo or its applicable subsidiary had not first sold all or the applicable portion of such Additional Securities to the Accelerated Acquirer but rather had offered to sell all of such Additional Securities to all Preemptive Unitholders at the same time in accordance with the immediately preceding paragraph (and the determination of the number or amount of such Additional Securities to be offered to any Preemptive Unitholder in accordance with this sentence shall take into account any such Additional Securities that were

previously purchased by such Preemptive Unitholder and/or any of its Affiliates if such Preemptive Unitholder and/or any of its Affiliates is an Accelerated Acquirer). In the event that any Preemptive Unitholder purchases Additional Securities pursuant to any such offer referred to in the immediately preceding sentence and, as a result thereof, the Accelerated Acquirers would not have been permitted to purchase all of the Additional Securities they had purchased if all of the Additional Securities contemplated to be sold had instead been offered to all Preemptive Unitholders at the same time in accordance with the immediately preceding paragraph, then the Accelerated Acquirers shall sell or transfer to New TopCo or its applicable subsidiary, for a price equal to the original cost thereof (plus any accrued and unpaid yield or interest thereon, if applicable, but without reducing such cost by any fee or premium received by the Accelerated Acquirers in connection therewith), the excess number or amount of Additional Securities that had been acquired by the Accelerated Acquirers; provided, that there shall be no distributions (other than the Additional Securities) on any New Common Units prior to compliance with this sentence unless a reserve is established that is sufficient to make distributions on Additional Securities that may be issued to Preemptive Unitholders that exercise rights hereunder.

Tag-Along Rights:

If one or more Unitholders (the “Initiating Unitholders”) desires to transfer Class A Common Units representing fifty percent (50.0%) or more of the issued and outstanding Class A Common Units to any Person (or group of Persons) (the “Transferee”) in any transaction (or series of related transactions) (excluding any transfer of Class A Common Units by an Initiating Unitholder to one or more of its Affiliates and certain other permitted transferees) (a “Tag-Along Transaction”), the Initiating Unitholders must give notice to each other holder of Class A Common Units (the “Tag-Along Sellers”) at least ten (10) business days prior to the consummation of such Tag-Along Transaction, setting forth the material terms and conditions of such Tag-Along Transaction, and arrange for each Tag-Along Seller to have the opportunity to include in such Tag-Along Transaction at least a corresponding percentage of Class A Common Units owned or held by such Tag-Along Seller. The tag-along right may be exercised by any Tag-Along Seller delivering a written notice to the Initiating Unitholders (or a designated representative of the Initiating Unitholders) within five (5) business days following receipt of written notice of the proposed Tag-Along Transaction by the Initiating Unitholders.

Tag-Along Sellers shall receive the same form and amount of consideration per Class A Common Unit that is being paid to the Initiating Unitholders in connection with the Tag-Along Transaction, and on substantially the same terms, except that if the Initiating Unitholders are given an option as to the form of

consideration to be received in exchange for their Class A Common Units, each of the Tag-Along Sellers shall only need to be given the same option with respect to their Class A Common Units.

Notwithstanding anything to the contrary contained in this Governance Term Sheet, holders of Class B Common Units shall not be entitled to tag-along rights in respect of Class B Common Units held by any such holder.

Drag-Along Rights:

If the Majority Unitholders (for purposes of this “Drag-Along Rights” section, the “Selling Unitholders”) decide to effect, approve or otherwise take any action that would cause the occurrence of, or desire to consummate, a Sale Transaction to or with any Person other than the Selling Unitholders or any Affiliates thereof, then New TopCo or the Selling Unitholders will have the right to require all other Unitholders (the “Dragged Unitholders”) to, among other things, (i) sell a percentage of their New Common Units corresponding to the aggregate percentage of the New Common Units owned or held by the Selling Unitholders that are proposed to be included in such Sale Transaction; (ii) vote such Dragged Unitholders’ New Common Units, whether by proxy, voting agreement or otherwise, in favor of the Sale Transaction and not raise any objection thereto; (iii) enter into agreements with the purchaser in the Sale Transaction on terms and conditions substantially identical to those applicable to the Selling Unitholders (excluding non-compete agreements); (iv) obtain any required consents; (v) waive and refrain from exercising any appraisal, dissenters or similar rights; (vi) not assert any claim against any of the Companies, any Manager, any member of any committee of the New Board, any member of any Subsidiary Governing Body or any other Unitholder or any Affiliates of any of the foregoing in connection with the Sale Transaction; and (vii) take any and all reasonably necessary action in furtherance of the consummation of the Sale Transaction.

Each Unitholder shall receive, in respect of each New Common Unit to be sold by such Unitholder in the Sale Transaction, the same form and amount of consideration paid in such Sale Transaction that is being paid to each other Unitholder in respect of New Common Units of the same class or series, and on substantially the same terms, except that if any Unitholder is given an option as to the form of consideration to be received in exchange for each New Common Unit of any class or series held by such Unitholder, each other Unitholder holding New Common Units of the same class or series need only be given the same option.

Upon the election of the New Board, any Class B Common Units transferred in a Sale Transaction by a Selling Unitholder or a Dragged Unitholder shall immediately and automatically convert

into Class A Common Units, subject to any vesting or other requirements of the Management Incentive Plan, upon the consummation of such Sale Transaction.

“Sale Transaction” means the sale, lease, transfer, issuance or other disposition, in one transaction or a series of related transactions, of (i) all or substantially all of the consolidated assets of the Companies (including by or through the issuance, sale, contribution, transfer or other disposition (including by way of reorganization, merger, share or unit exchange, consolidation or other business combination) of at least a majority of the aggregate voting power of the voting securities of any direct and/or indirect subsidiary or subsidiaries of New TopCo if substantially all of the consolidated assets of the Companies are held by such subsidiary or subsidiaries) or (ii) at least a majority of the issued and outstanding Class A Common Units (whether directly or indirectly or by way of any merger, share or unit exchange, recapitalization, sale or contribution of equity, tender offer, reclassification, consolidation or other business combination transaction or purchase of beneficial ownership), to (in either case of clause (i) or clause (ii)) any Person or “group” (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision).

Confidentiality:

Subject to certain customarily permitted disclosures (including (i) disclosures to a Unitholder’s advisors and representatives and (ii) disclosures to an actual or prospective *bona fide* transferee of Class A Common Units who executes and delivers to New TopCo a confidentiality agreement substantially in the form of confidentiality agreement attached as an exhibit to the New LLC Agreement; provided, that Board Information (as defined below) may not be disclosed by a Unitholder to any such actual or prospective transferee), each Unitholder will be required to hold in strict confidence any confidential, business, financial or proprietary information such Unitholder receives regarding any of the Companies, or any confidential, business, financial or proprietary information of any other Unitholder in respect of any of the Companies (“Confidential Information”), whether such Confidential Information is received from any of the Companies, any Manager, another Unitholder, any Affiliate of New TopCo or another Unitholder, or any agents or advisors of any thereof. Such confidentiality obligations shall commence on the Effective Date and end on the first anniversary of the date such Unitholder no longer owns any New Common Units.

In the event that any Unitholder proposes to sell or otherwise transfer any New Common Units to a third party in compliance with the transfer restrictions described in this Governance Term Sheet, such Unitholder may make available to the potential transferee Confidential Information relating to the Companies (including Confidential Information obtained by such Unitholder

from any Manager, but excluding any Board Information), subject to the prior execution by such potential transferee (excluding any Unitholder) of a confidentiality agreement substantially in the form of confidentiality agreement attached as an exhibit to the New LLC Agreement.

Information Rights:

Prior to New TopCo becoming obligated to file reports under the Exchange Act, subject to the confidentiality provisions referred to above, each Unitholder that holds Class A Common Units (other than Unitholders that are Competitors) shall be entitled to receive (a) annual audited consolidated financial statements of New TopCo within the time frame required for the delivery of such financial statements under the Companies' credit documents as of the Effective Date, (b) quarterly unaudited consolidated financial statements of New TopCo for each of New TopCo's first three fiscal quarters during each fiscal year within the time frame required for the delivery of such financial statements under the Companies' credit documents as of the Effective Date, and (c) any information that is posted to the "public" side of the platform for lenders under the Companies' credit documents at substantially the same time as such information is posted to such platform. If New TopCo does not produce consolidated financial statements at the New TopCo level, but does produce consolidated financial statements at the level of one or more of its subsidiaries, then, in lieu of making available such consolidated financial statements of New TopCo, New TopCo shall make available to each Unitholder that holds Class A Common Units (other than Unitholders that are Competitors) the consolidated financial statements of its applicable subsidiary(ies).

At the option of New TopCo, New TopCo may make available the information described above (but not the Board Information) on a password-protected website that is only available to Unitholders that hold Class A Common Units (other than Unitholders that are Competitors) and any actual or prospective *bona fide* transferees of Class A Common Units. As a condition to gaining access to the information posted on such website, a Person may be required to "click through" or take other affirmative action pursuant to which such Person shall (i) acknowledge its confidentiality obligations in respect of such information, (ii) certify its status as a Unitholder that holds Class A Common Units or an actual or prospective *bona fide* transferee of Class A Common Units, as applicable, and (iii) in the case of any Person that is a Unitholder, confirm and ratify that it is a party to, and bound by all of the terms and provisions of, the New LLC Agreement.

In addition, New TopCo shall hold a quarterly informational telephone conference call once during each fiscal quarter for the Unitholders. During each such quarterly teleconference, New TopCo's or its applicable subsidiaries' officers shall present a narrative overview of the financial statements provided to the

Unitholders pursuant to clauses (a) and (b) above. Any such call may be held jointly with any call for the Companies' debtholders.

In addition, at the request of any Major Unitholder (as defined below), all final drafts of materials (including minutes of Meetings and written consents in lieu of Meetings) and other information given to Managers or members of any committee of the New Board (such materials and information, "Board Information") shall be provided to such Major Unitholder; provided, that a Major Unitholder shall not be entitled to receive any Board Information that the New Board or the applicable committee determines (x) would jeopardize or impair the ability of any of the Companies to take advantage of the attorney-client, work product or similar privilege if such Board Information was disclosed to such Major Unitholder, (y) is necessary or advisable (in the judgment of the New Board or the applicable committee, as the case may be) to be withheld to comply with the terms and conditions of confidentiality obligations with third parties or applicable law, or (z) such Major Unitholder or any Affiliate of any such Major Unitholder has a conflict of interest with respect to the subject matter of such Board Information.

The term "Major Unitholder" means each Unitholder (other than any Unitholder that is a Competitor) that, as of the Effective Date (immediately after giving effect to the consummation of the Plan Equitization Transaction, including all payments and distributions to be made on or as of the Effective Date), owns or holds (together with its Affiliates) at least five percent (5.0%) of the issued and outstanding Class A Common Units as of the Effective Date (immediately after giving effect to the consummation of the Plan Equitization Transaction, including all payments and distributions to be made on or as of the Effective Date); provided, that a Unitholder will permanently cease to be a "Major Unitholder" once such Unitholder owns or holds (together with its Affiliates) less than five percent (5.0%) of the issued and outstanding Class A Common Units.

Limitations on Affiliate Transactions:

Any direct or indirect transaction or series of related transactions between any of the Companies, on the one hand, and any Person who, together with its Affiliates, owns or holds five percent (5.0%) or more of the issued and outstanding Class A Common Units or is an Affiliate of any such Person (other than any of the Companies), on the other hand (an "Affiliate Transaction"), involving aggregate payments or other consideration in excess of \$1,000,000 per annum shall require the approval of a majority of the Managers that are disinterested with respect to such Affiliate Transaction, unless any such transaction is a commercial transaction on an arm's length basis entered into in the ordinary course of business consistent with past practice.

Registration Rights:

If New TopCo (or any successor or subsidiary of New TopCo) consummates an underwritten public offering pursuant to an effective registration statement covering the common equity of New TopCo (or any successor or subsidiary of New TopCo) ("Company Securities") that results in such Company Securities being listed on a national securities exchange or quoted on the Nasdaq Stock Market (an "IPO"), then the Unitholders shall be entitled to the following registration rights:

Demand Rights: Any Unitholder or group of Unitholders (acting together) that own or hold at least five percent (5.0%) of all of the Company Securities that are issued and outstanding as of such time may request that New TopCo effect the registration under the Securities Act for a specified number of "Registrable Securities" (as customarily defined) held by such Unitholder(s). Subject to certain exceptions, New TopCo will not be required to effect the demand right more than three times.

Piggyback Registration: Any Unitholder shall be entitled to reasonable and customary piggyback registration rights.

Termination of Rights:

The New LLC Agreement (other than "Registration Rights" set forth above) shall terminate upon the consummation of an IPO.

Governing Law and Forum:

Delaware.

Schedule A

Specified Unitholders⁷

1. [HG Vora Capital Management, LLC]
2. [Arena Capital Advisors, LLC]
3. [Garnett Station Partners]
4. [Guggenheim Partners Investment Management, LLC]
5. [Octagon Credit Investors, LLC]
6. [Oaktree Capital Management, L.P.]
7. [HPS Investment Partners, LLC]
8. [Fidelity]

⁷ **[Note to Draft:** Specified Unitholders to confirm name of investment managers.]

Schedule B

Actions Requiring Approval of New Board and Majority Unitholders

1. Consummate any acquisition (by merger, consolidation, or acquisition or disposition of stock or assets) of any business enterprise, business division or business unit in any transaction or series of related transactions for consideration in excess of \$300.0 million (the amount of such consideration to be determined in good faith by the New Board).
2. Consummate any initial public offering of securities on a national securities exchange (or comparable non-U.S. securities exchange).
3. Consummate any Sale Transaction, other than (a) any such Sale Transaction that is consummated as an internal restructuring transaction (including (x) the dissolution, consolidation or merger of any immaterial or dormant Company, or (y) the consolidation, merger or other business combination of any Company with or into an Affiliate of any Company for the purpose of changing the legal domicile of such Company or changing the legal form of such Company), and (b) as set forth in the “Drag-Along Rights” section of the Governance Term Sheet.

Exhibit A(ii)**Identity of New Board and Insider Compensation**

Certain documents, or portions thereof, contained in this **Exhibit A(ii)** and the Plan Supplement remain subject to continuing review and discussions among the Debtors and interested parties with respect thereto.¹ The rights of the Debtors are expressly reserved, subject to the terms and conditions set forth in the Plan (including all applicable consultation, consent, and/or approval rights contained or contemplated therein), to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court.

Pursuant to Section 7.16 of the Plan, as of the Effective Date, the members of each of the Boards shall be deemed to have resigned from such Board. Subject to the terms of the Restructuring Support Agreement and the applicable New Organizational Documents, on the Effective Date, the New Boards shall be established and new members of the New Boards appointed. The initial members of the New Boards shall consist of those individuals identified in the Plan Supplement to be Filed with the Bankruptcy Court at or before the Confirmation Hearing. Unless reappointed, the members of the Boards prior to the Effective Date shall have no continuing obligations to any of the Reorganized Debtors or to New TopCo on and after the Effective Date and each such member shall be deemed to have resigned or shall otherwise cease to be a director of the applicable Debtor or New TopCo on the Effective Date. Commencing on the Effective Date, the members of the New Boards shall serve pursuant to the terms of the applicable New Organizational Documents or the applicable Organizational Documents of such Reorganized Debtor or New TopCo, as applicable, and may be replaced or removed in accordance therewith, as applicable.

As of the Effective Date, the New Boards shall be appointed in accordance with the Plan. On the Effective Date, the New Boards shall each consist of [seven] ([7]) members, which shall include:

- (i) one (1) individual designated by Specified Unitholders that are Affiliates of [HG Vora Capital Management, LLC];
- (ii) five (5) individuals elected by vote of Unitholders holding a plurality of the votes of the Class A Common Units present in person or represented by proxy at a meeting of Unitholders held for purposes of electing any such individual as a Manager (or by the Majority Unitholders acting by written consent); and
- (iii) the individual then serving as the Chief Executive Officer of New TopCo (the “Chief Executive Officer,” and as a Manager, the “CEO Manager”), if any.

¹ Capitalized terms used in this **Exhibit A(ii)** but not defined herein shall have the meanings ascribed to such term in the Corporate Governance Term Sheet attached as **Exhibit A(i)** or the Plan, as applicable.

Managers not employed by any of the Companies, any of the Unitholders, or any Affiliates of any of the Unitholders shall receive market-rate compensation from New TopCo, such market-rate compensation to be determined by the Majority Unitholders.

Exhibit A-1

**Redline to Previously Filed
New Organizational Documents**

*Draft***Summary of Terms of Governance Documents**¹

Capitalized terms used in this Summary of Terms of Governance Documents (this “Governance Term Sheet”) and not otherwise defined herein shall have the meanings given to such terms in the ~~Sixth~~Eighth Amended Joint Chapter 11 Plan of Franchise Group, Inc. and its Affiliated Debtors [Docket No. 103152] (as amended, restated, supplemented or otherwise modified from time to time, the “Plan”). The terms in this Governance Term Sheet do not purport to be complete and shall not in any way be binding upon the Debtors, any of the Holders of DIP Claims or any of the Holders of Prepetition First Lien Loan Claims (including any member of the Ad Hoc Group), and do not create any legal obligations or commitments on any such Person, unless and until the entry into by the Companies (as defined below) and the Unitholders (as defined below) of definitive documentation with respect to the matters set forth herein.

THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY PLAN OF REORGANIZATION IN CONTRAVENTION OF APPLICABLE LAW IN ANY JURISDICTION, IT BEING UNDERSTOOD THAT ANY SUCH OFFER OR SOLICITATION, IF ANY, WILL BE MADE ONLY IN COMPLIANCE WITH APPLICABLE PROVISIONS OF SECURITIES, BANKRUPTCY AND/OR OTHER APPLICABLE LAWS. THIS TERM SHEET IS BEING PROVIDED AS A POSSIBLE COMPROMISE AND IS THUS SUBJECT TO FEDERAL RULE OF EVIDENCE 408.

New TopCo:

New TopCo will be a newly formed Delaware limited liability company.² New TopCo and its subsidiaries shall be referred to herein, individually, as a “Company” and, collectively, the “Companies”.

Parties to New LLC Agreement:

On the Effective Date, New TopCo will enter into a limited liability company agreement in form and substance materially consistent with this Governance Term Sheet³ (the “New LLC Agreement”) with each Person that receives New Common Units (as defined below) in connection with the Plan Equitization Transaction.

Persons that own or hold New Common Units from time to time are referred to herein, each as a “Unitholder” and, collectively, the “Unitholders”.

¹ **Note to Draft:** The rights and obligations set forth in this Governance Term Sheet are subject to change based on relative *pro forma* equity holdings of the institutions that will receive Class A Common Units pursuant to the Plan.

² **Note to Draft:** The tax classification of New TopCo for U.S. income tax purposes is subject to ongoing discussions among certain members of the Ad Hoc Group.

³ **Note to Draft:** To the extent that any of the following provisions in the New LLC Agreement are materially inconsistent with this Governance Term Sheet, the Freedom Lender Group shall have a consent right over such provisions, solely to the extent of any such material inconsistency: “Transfers”, “Tag-Along Rights”, “Drag-Along Rights”, “Preemptive Rights”, “Information Rights”, and “Registration Rights”.

New Common Units:

The New LLC Agreement shall initially provide for the following two classes of limited liability company interests: (i) Class A Voting Common Units (“Class A Common Units”), and (ii) Class B Limited-Voting Common Units (“Class B Common Units”). The Class A Common Units, the Class B Common Units and any other class or series of common limited liability company interests of the Company that are authorized by the New Board (as defined below) from time to time are collectively referred to in this Governance Term Sheet as the “New Common Units”. Class A Common Units will be voting units and will be issued on the Effective Date in accordance with the Plan. References in the Plan to Reorganized Common Equity shall be deemed to be references to the Class A Common Units. Class B Common Units will be limited-voting units and may only be issued from time to time pursuant to awards granted to directors, managers, officers and employees of any of the Companies under a management incentive plan to be adopted by the New Board, as determined by the New Board in its sole discretion.

On and after the Effective Date, none of the New Common Units will be listed for trading on a securities exchange, and none of the Companies will be required to file reports with the United States Securities and Exchange Commission unless it is required to do so pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”).

The New Board shall decide whether the New Common Units will be certificated or uncertificated and the identity of the transfer, registrar or other similar agent, if any, for the New Common Units; provided, however, that the Class A Common Units issued on the Effective Date shall be uncertificated.

References herein to any class or series of New Common Units shall apply to limited liability company interests or other equity securities of New TopCo issued to Unitholders in respect of, in exchange for, or in substitution of, such class or series of New Common Units by reason of any reorganization, recapitalization, reclassification, merger, consolidation, spin-off, partial or complete liquidation, unit dividend, split-up, sale of assets, distribution to unitholders or combination of such class or series of New Common Units or any other change in New TopCo’s capital structure.

Board of Managers:

The New Board shall consist of seven (7) managers on the Effective Date (each manager on the New Board, a “Manager” and, collectively, the “Managers”). Subject to the other provisions of this Governance Term Sheet, the Managers are to be ~~appointed~~designated or elected (as applicable) as follows:

- ~~(i)~~ ~~[•]~~³; and
- (i) one (1) individual designated by Specified Unitholders that are Affiliates (as defined below) of [HG Vora Capital Management, LLC]⁴ (collectively, the “HG Vora Unitholders”) for so long as the HG Vora Unitholders own or hold fifteen percent (15.0%) or more of the issued and outstanding Class A Common Units;
- (ii) one (1) individual designated by each Specified Unitholder (as defined below) that owns or holds (together with its Affiliates) twenty percent (20.0%) or more of the issued and outstanding Class A Common Units, but only for so long as such Specified Unitholder owns or holds (together with its Affiliates) fifteen percent (15.0%) or more of the issued and outstanding Class A Common Units; provided, that no Specified Unitholder shall be permitted to designate a Manager pursuant to this clause (ii) prior to the one year anniversary of the Effective Date (the “Trigger Date”);
- (iii) the following number of individuals elected by vote of Unitholders holding a plurality of the votes of the Class A Common Units present in person or represented by proxy at a meeting of Unitholders held for purposes of electing any such individual as a Manager (or by the Majority Unitholders (as defined below) acting by written consent): six (6) minus the total number of Designation Rights (as defined below) in effect as of the time of determination; and
- (iv) the individual then serving as the Chief Executive Officer of New TopCo (the “Chief Executive Officer” and as a Manager, the “CEO Manager”), if any.

~~Each of the Managers (other than the CEO Manager, but including any Manager appointed to fill any vacancy on the New Board) shall be an Independent Manager. The term “Independent Manager” means an individual who is not employed by (a) any of the Companies or (b) any of the Unitholders or any of their respective Affiliates (as defined below) as of the time that such person is designated to be a Manager or at any time six (6) months prior to such time. Notwithstanding anything in the foregoing, with the consent of~~

~~³ **Note to Draft:** Provisions relating to the appointment of Managers are subject to ongoing discussions among certain members of the Ad Hoc Group.~~

⁴ **Note to Draft:** HG Vora to confirm name of investment manager.

~~the Unitholders that collectively own or hold at least [●] %⁴ of the issued and outstanding Class A Common Units as of such time, a Manager may be an individual who is not an Independent Manager.~~

The term “Affiliate” means, with respect to any Person, any other Person that (either directly or indirectly) controls, is controlled by, or is under common control with the specified Person, and shall also include any Related Fund (as defined below) of such Person. The term “Related Fund” means, with respect to any Person, any fund, account or investment vehicle that is controlled, managed or advised by (a) such Person, (b) an Affiliate of such Person or (c) the same investment manager, advisor or subadvisor that controls, manages or advises such Person or an Affiliate of such investment manager, advisor or subadvisor. The term “Majority Unitholders” means, as of any time of determination, Unitholders that collectively own or hold greater than fifty percent (50.0%) of the issued and outstanding Class A Common Units as of such time of determination; provided, that at any time there are two (2) or more unaffiliated Unitholders that own or hold Class A Common Units, “Majority Unitholders” shall include at least two (2) unaffiliated Unitholders that own or hold Class A Common Units. The term “Specified Unitholders” means, as of any time of determination, Unitholders who are Affiliates of any of the Persons listed on Schedule A attached hereto as of such time.

Each of the Managers (including any Manager appointed to fill any vacancy on the New Board, but excluding the CEO Manager) shall be an Independent Manager. The term “Independent Manager” means an individual who is not employed by (x) any of the Companies or (y) any of the Unitholders or any of their respective Affiliates as of the time that such individual is designated or elected to be a Manager or at any time six (6) months prior to such time. Notwithstanding anything in the foregoing, a Manager may be an individual who is employed by any Unitholder or any of its Affiliates at the time such individual is designated or elected to be a Manager or at any time six (6) months prior to such time (any such Unitholder, an “Interested Unitholder”) if the designation or election of such individual to be a Manager is approved by the Unitholders (excluding each of the Interested Unitholders) (the “Disinterested Unitholders”) who collectively own or hold at least 66-2/3% of the issued and outstanding Class A Common Units owned or held by all Disinterested Unitholders as of such time.

⁴ ~~**Note to Draft:** The threshold for approving non-Independent Managers is subject to ongoing discussions among certain members of the Ad Hoc Group.~~

The right of any Unitholder(s) to designate a Manager pursuant to clause (i) or clause (ii) above shall be referred to in this Governance Term Sheet as a “Designation Right”. No Unitholder, together with its Affiliates, shall be entitled to more than one (1) Designation Right at any time (it being understood that if the HG Vora Unitholders have a Designation Right under clause (i) above as of a particular time, then the HG Vora Unitholders shall not be entitled to a Designation Right under clause (ii) above as of such time). If any Specified Unitholder obtains a Designation Right under clause (ii) above (a “Springing Designation Right”) prior to the Trigger Date, then such Specified Unitholder shall not be entitled to exercise such Springing Designation Right, and such Springing Designation Right shall not be in effect, until the Trigger Date and only if such Specified Unitholder continues to own or hold (together with its Affiliates) fifteen percent (15.0%) or more of the issued and outstanding Class A Common Units as of the Trigger Date. Designation Rights shall not be assignable to any Person.

If at any time the HG Vora Unitholders’ Designation Right under clause (i) above terminates, then such termination shall be permanent and shall not be reversed if the HG Vora Unitholders shall thereafter own or hold fifteen percent (15.0%) or more of the issued and outstanding Class A Common Units; provided, that the foregoing shall not prevent the HG Vora Unitholders from obtaining a Springing Designation Right at any time after any such termination.

The initial chairperson of the New Board (the “Chairperson”) shall be a Manager determined by the Ad Hoc Group. Any subsequent Chairperson shall be a Manager elected by the New Board.

Managers not employed by any of the Companies, any of the Unitholders or any Affiliates of any of the Unitholders shall receive market-rate compensation from New TopCo, such market-rate compensation to be determined by the Majority Unitholders. Each Manager shall be reimbursed for reasonable and documented out-of-pocket costs and expenses incurred in the performance of his or her duties as a Manager. ~~The term “Majority Unitholders” means, as of any time of determination, Unitholders that collectively own or hold greater than fifty percent (50.0%) of the issued and outstanding Class A Common Units as of such time of determination; provided, that at any time there are two (2) or more unaffiliated Unitholders that own or hold Class A Common Units, “Majority Unitholders” shall include at least two (2) unaffiliated Unitholders that own or hold Class A Common Units.~~

The New Board may establish one or more committees of the New Board to exercise the powers of the New Board. For the

avoidance of doubt, no committee shall be authorized to take any action that the New Board could not take itself.

None of (A) the Unitholders (except any Unitholder that is an employee of any of the Companies, any Unitholder that is a family member of an employee of any of the Companies, or any Unitholder that is controlled by an employee of any of the Companies or any such employee's family members) or (B) the Affiliates of any Unitholders described in clause (A) (except any such Affiliate that is an employee of any of the Companies, any such Affiliate that is a family member of any employee of any of the Companies, or any such Affiliate that is controlled by any employee of any of the Companies or any such employee's family members) (the foregoing Persons, the "Identified Persons") will be subject to any fiduciary or other duty, including any duty relating to the doctrine of corporate (or analogous) opportunity or any other similar doctrines and the New LLC Agreement will provide for a broad corporate (or analogous) opportunity waiver in favor of all Identified Persons. The New LLC Agreement shall provide that the fiduciary duties of the Identified Persons shall be eliminated or limited to the fullest extent permitted by the Delaware Limited Liability Company Act (the "DLLCA").

Nothing contained in the New LLC Agreement shall limit or otherwise impact the ability of any Identified Person (i) to, directly or indirectly, sell or purchase the debt or equity securities of any Person (other than New TopCo) or (ii) from engaging or competing in any line of business.

Each Manager, in his or her capacity as such, shall have the same fiduciary duties as those of a member of a board of directors of a corporation organized under the laws of the State of Delaware; provided, however, the New LLC Agreement shall contain a customary waiver with respect to each of the Managers and, as determined by the New Board, any officers of New TopCo for monetary damages for breach of the duty of care as contemplated by Section 102(b)(7) of the Delaware General Corporation Law to the fullest extent similarly permitted by the DLLCA.

Quorum and Voting:

A quorum for meetings of the New Board will require the attendance of a majority of the Managers then in office. The vote of a majority of the Managers present and entitled to vote at a meeting at which a quorum is present shall be the act of the New Board, unless the express provision of a statute requires a different vote, in which case such express provision shall govern and control. Any Manager or member of any committee of the New Board may participate in any meeting of the New Board or any committee of the New Board (each such meeting, a "Meeting") through the use of any means of communication

(including by remote means) by which all persons participating can hear each other at the same time or by any other means permitted by the DLLCA. Any Manager or member of any committee of the New Board participating in any such Meeting by any such means of communication is deemed to be present in person at such Meeting.

Any action required or permitted to be taken at any meeting of the New Board may be taken without a meeting, without prior notice and without a vote if all members then-serving on the New Board consent in writing.

Removal of Managers:

If a Designation Right of a Specified Unitholder terminates, then the Manager (if any) serving on the New Board that was designated pursuant to such terminated Designation Right shall be removed from the New Board at the request of the Majority Unitholders or shall be removed from the New Board in connection with the exercise of a Springing Designation Right (as further described below). For the avoidance of doubt, a Designation Right of a Specified Unitholder shall terminate if such Specified Unitholder owns or holds (together with its Affiliates) less than fifteen percent (15.0%) of the issued and outstanding Class A Common Units at any time after such Specified Unitholder obtains such Designation Right.

Except for any removal of a Manager at the request of the Majority Unitholders on account of the termination of such Designation Right or any removal of a Manager in connection with the exercise of a Springing Designation Right after such Designation Right has terminated, the Unitholder(s) entitled to designate a Manager pursuant to a Designation Right shall have the exclusive right to require removal, whether with or without cause, of the Manager that has been designated by such Unitholder(s) pursuant to such Designation Right.

If any Specified Unitholder obtains a Springing Designation Right and elects to exercise such Springing Designation Right (any such Specified Unitholder, an "Exercising Unitholder"), then such Exercising Unitholder shall deliver written notice of such exercise (an "Exercise Notice") to New TopCo (whereupon New TopCo shall promptly notify all Unitholders (other than the Exercising Unitholder and its Affiliates) that own or hold Class A Common Units (the "Non-Exercising Unitholders") of such exercise); provided, that such Exercising Unitholder shall not be entitled to deliver any such Exercise Notice until after the Trigger Date. If an Exercise Notice is delivered to New TopCo after the Trigger Date, then the Non-Exercising Unitholders who collectively own or hold greater than fifty percent (50.0%) of the issued and outstanding Class A Common Units owned or held by all Non-Exercising Unitholders as of the time in question shall select a Manager to be removed from the New Board. If

the Non-Exercising Unitholders fail to select a Manager to be removed from the New Board within 45 days after the date on which the Exercise Notice was delivered to New TopCo, then the Exercising Unitholder shall have the right to select a Manager to be removed from the New Board. Notwithstanding the foregoing, (i) none of the following Managers may be removed from the New Board in connection with the exercise of a Springing Designation Right: (a) any Manager that was designated pursuant to a Designation Right and such Designation Right is then in effect, or (b) the CEO Manager; and (ii) no Manager may be removed from the New Board in connection with the exercise of a Springing Designation Right (a) if there is a vacancy on the New Board at the time of the proposed removal and such vacancy was not created as a result of (x) a Manager that was designated pursuant to a Designation Right ceasing to serve on the New Board and such Designation Right is then in effect or (y) the CEO Manager ceasing to serve on the New Board, and (b) unless the Exercising Unitholder has designated an individual to serve as a Manager immediately following the removal of such Manager proposed to be removed (which designation shall be made in the Exercise Notice delivered by such Exercising Unitholder).

~~Removal of Managers:~~ ~~[Any Manager (other than that was not designated pursuant to a Designation Right and is not the CEO Manager)]~~ may be removed, with or without cause, by the Majority Unitholders. If for any reason the individual serving as the Chief Executive Officer shall cease to serve as the Chief Executive Officer (whether from termination, resignation, death, disability or otherwise), then ~~(x)A~~ such individual shall be automatically removed as a Manager, and ~~(y)B~~ the successor Chief Executive Officer, if any, shall be automatically appointed as a Manager when such person becomes the Chief Executive Officer.⁵

Vacancies on the New Board:

Except for any vacancy on the New Board created as a result of the resignation or removal of a Manager on account of the termination of a Designation Right or any vacancy on the New Board created as a result of the resignation or removal of a Manager in connection with the exercise of a Springing Designation Right after a Designation Right has terminated, any vacancy on the New Board resulting from the resignation or removal of a Manager that was designated pursuant to a Designation Right, or resulting from any such Manager becoming unable to serve on the New Board as a result of death, disability or otherwise, shall be filled by the Unitholder(s) then

⁵ ~~**Note to Draft:** Provisions relating to the removal of Managers are subject to ongoing discussions among certain members of the Ad Hoc Group.~~

entitled to designate such Manager pursuant to such Designation Right.

~~Vacancies on the New Board:~~ [Any vacancy on the New Board resulting from the resignation or removal of a Manager that was not designated pursuant to a Designation Right (other than the ~~Chief Executive Officer~~ resignation or removal of the CEO Manager or the resignation or removal of a Manager in connection with the exercise of a Springing Designation Right), or resulting from any such Manager becoming unable to serve on the New Board as a result of death, disability or otherwise, shall be filled with an ~~Independent Manager~~ individual elected by vote of Unitholders holding a plurality of the votes of the Class A Common Units present in person or represented by proxy at a meeting of Unitholders held for purposes of filling such vacancy (or by the Majority Unitholders acting by written consent). ~~There shall be no cumulative voting for Managers, and the Board shall not be staggered or classified.~~]⁶; provided, that such vacancy may also be filled by an Electing Unitholder in connection with the exercise of a Springing Designation Right.

Any vacancy on the New Board resulting from the removal of a Manager in connection with the exercise of a Springing Designation Right shall be filled with an individual selected by the Exercising Unitholder exercising such Springing Designation Right (which individual shall be identified in the Exercise Notice delivered by such Exercising Unitholder).

Any vacancy on the New Board resulting from the resignation or removal of a Manager on account of the termination of a Designation Right, or resulting from any such Manager becoming unable to serve on the New Board as a result of death, disability or otherwise, shall be filled with an individual elected by vote of Unitholders holding a plurality of the votes of the Class A Common Units present in person or represented by proxy at a meeting of Unitholders held for purposes of filling such vacancy (or by the Majority Unitholders acting by written consent); provided, that such vacancy may also be filled by an Electing Unitholder in connection with the exercise of a Springing Designation Right.

There shall be no cumulative voting for Managers, and the Board shall not be staggered or classified.

Board Meetings:

Regular meetings of the New Board shall be held at such time or times and with such frequencies as may be determined by the

⁶ ~~Note to Draft: Provisions relating to the filling of vacancies on the New Board are subject to ongoing discussions among certain members of the Ad Hoc Group.~~

New Board. In addition, the Chairperson or any two (2) Managers may call a special meeting of the New Board. Any such regular or special meeting may be done in person or by remote communication.

Subsidiaries:

The composition of the board of directors, board of managers or other governing body of any direct or indirect subsidiary of New TopCo (including any committee thereof) (each, a “Subsidiary Governing Body”) shall be comprised of one or more executive employees of any of the Companies or other individuals selected or approved by the New Board that are not employees of any of the Unitholders or any of their respective Affiliates (other than the Companies), except for any direct or indirect subsidiary of New TopCo which is either (i) a limited liability company that is managed by its member(s), (ii) a limited partnership that is managed by its general partner, or (iii) required by Law or contract to have a different composition.

Special Meetings of Unitholders:

Special meetings of the Unitholders may be called by the New Board or at the written request of the Unitholders or group of Unitholders who collectively own or hold at least twenty-five percent (25.0%) of the issued and outstanding Class A Common Units.

Action by written consent of the Unitholders without a meeting shall be permitted. Action by written consent shall require the consent of the Unitholders that own or hold the same percentage of New Common Units that would be required to take the same action at a Unitholder meeting at which all then-issued and outstanding New Common Units entitled to vote thereon were present and voted.

Certain Transactions Requiring
Approval of New Board and Majority
Unitholders:

None of the Companies shall take any of the actions listed on Schedule AB attached hereto without the approval of the New Board and the Majority Unitholders. None of the Companies shall make any distributions or dividends to Unitholders that own or hold Class A Common Units that are not made to such Unitholders (a) on a *pro rata* basis (based on the number of Class A Common Units owned or held by such Unitholders immediately prior to any such distribution or dividend), or (b) in the same form (unless all such Unitholders are provided with the same option as to the form of such distribution or dividend) without the written approval of the New Board and each Unitholder that holds Class A Common Units.

Amendments:

Any amendments to the New LLC Agreement will require the approval of the Majority Unitholders.

Notwithstanding the foregoing, no amendment or modification of any provision of the New LLC Agreement (including any amendments made pursuant to or in connection with a merger, consolidation or reorganization of New TopCo, except in connection with a Sale Transaction (as defined below)) relating to:

(i) “Transfers”, “Tag-Along Rights”, “Drag-Along Rights”, “Preemptive Rights”, “Information Rights”, “Limitations on Affiliate Transactions” or the definition of “Super-Majority Unitholders” shall, in any such case, be made without the affirmative vote or written consent of the Super-Majority Unitholders (as defined below);

(ii) the ~~appointment~~designation or election of Managers (including the qualifications of Managers), the terms and conditions of Designation Rights, the appointment of the Chairperson, the duties of Identified Persons and Managers, the removal of Managers, the filling of vacancies on the New Board, or the composition of Subsidiary Governing Bodies shall, in any such case, be made without the affirmative vote or written consent of the Super-Majority Unitholders; ~~and~~

(iii) the Designation Right of any Unitholder, the right of any Unitholder to remove any Manager that was designated pursuant to the Designation Right of such Unitholder or to cause the removal of any Manager in connection with the exercise of the Springing Designation Right of such Unitholder (as applicable), or the right of any Unitholder to fill the vacancy on the New Board created by the resignation, removal or inability to serve on the New Board of any Manager that was designated pursuant to the Designation Right of such Unitholder or the right of any Unitholder to fill a vacancy on the New Board shall, in any such case, be made without the affirmative vote or written consent of such Unitholder (it being understood that a Unitholder shall only be entitled to a vote or consent right under this clause (iii) if such Unitholder has a Designation Right in effect at the time in question);

(iv) the definition of “Specified Unitholders” shall be made without the affirmative vote or written consent of each Specified Unitholder;

(v) the definition of “HG Vora Unitholders” shall be made without the affirmative vote or written consent of the HG Vora Unitholders; and

~~(iii)~~vi the amendments section of the New LLC Agreement shall be made without the affirmative vote or written consent of the Unitholder(s) or requisite percentage or number of Unitholders that would be required to amend the

underlying provision of such New LLC Agreement to which such amendment or modification relates.

In addition, no amendment or modification of any provision of the New LLC Agreement (including any amendments made pursuant to or in connection with a merger, consolidation or reorganization of New TopCo, except in connection with a Sale Transaction) ~~that would materially and~~ with any Person other than the Selling Unitholders or any Affiliates thereof that would adversely affect the rights or ~~materially~~ increase the obligations of any Unitholder set forth in the New LLC Agreement in a manner that is disproportionate in any material respect to the ~~comparable~~ effect of such amendment or modification on the rights and obligations of any of the Majority other Unitholders set forth in the New LLC Agreement (without regard to any effect resulting from (x) the individual circumstances of any such Unitholder, (y) the differences in the respective percentages of ownership of New Common Units of the Unitholders or (z) ~~the different~~ amendments to the rights and obligations of a specific classes or series of ~~New Common Units owned by the Unitholders~~ equity interests of New TopCo that do not have an adverse effect in any material respect on another class or series of equity interests of New TopCo) shall be made without the affirmative vote or written consent of such affected Unitholder; provided, however, that, for the avoidance of doubt, neither the creation of a new class or series of equity interests of New TopCo (including any amendments to the New LLC Agreement to incorporate the terms, rights, preferences and privileges of such new class or series of equity interests of New TopCo in connection with the creation of such equity interests), nor the issuance of any additional New Common Units or other equity interests of New TopCo (including any amendments to the New LLC Agreement to incorporate the terms of any such additional issuance), in each case in accordance with the terms of the New LLC Agreement relating to the creation and issuance of equity interests of New TopCo, shall be deemed to adversely affect the rights or obligations of any Unitholder.

The term “Super-Majority Unitholders” means, as of any time of determination, Unitholders that collectively own or hold at least 66-2/3% of the issued and outstanding Class A Common Units as of such time; provided, that at any time there are two (2) or more unaffiliated Unitholders that own or hold Class A Common Units, “Super-Majority Unitholders” shall include at least two (2) unaffiliated Unitholders that own or hold Class A Common Units.

Transfers:

New Common Units will be transferable by the holders thereof (a) only in transactions exempt from the registration requirements of the Securities Act and (b) subject to the satisfaction of the following conditions precedent: (i) delivery

to New TopCo of a written notice (a “Transfer Notice”) of such transfer not less than five (5) Business Days prior to such transfer, (ii) delivery to New TopCo of representation letters from the transferor and the transferee (including a representation from the transferee that the transferee is an “accredited investor” as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act (an “Accredited Investor”))⁵, (iii) to the extent requested by the New Board prior to five (5) Business Days after delivery of the Transfer Notice, delivery to New TopCo of an opinion of counsel to the transferor to the effect that such transfer complies with applicable federal and state securities laws (except where the transferor is an Affiliate of the transferee), and (iv) the transferee’s execution of a joinder to the New LLC Agreement (unless the transferee is already a party to the New LLC Agreement). Transfers that do not satisfy the foregoing conditions prior to the consummation thereof shall be void *ab initio* and will not be recognized by New TopCo. Any conditions set forth in clause (b) above may be waived by New TopCo.

Any transfer, or series of transfers, of New Common Units (w) that, if consummated, would (1) result in any violation of applicable Law, (2) result in New TopCo having, in the aggregate, 1,000 or more holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) of any class of New Common Units, or 400 or more holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) of any class of New Common Units that are not Accredited Investors, (3) require New TopCo to register any equity interests of New TopCo under the Exchange Act, (4) cause New TopCo to register as an “investment company” under the Investment Company Act of 1940, as amended, (5) cause the underlying assets of New TopCo to be deemed “plan assets” as defined under certain labor regulations or constitute or result in a non-exempt prohibited transaction under Section 406 of the U.S. Employee Retirement Income Security Act of 1974, as amended, or Section 4975 of the Internal Revenue Code of 1986, as amended (the “Code”)[, or (6) cause New TopCo to be treated as a “publicly traded partnership” under Section 7704 of the Code]⁷⁶, (x) to a Person that is not an Accredited Investor, (y) to a Competitor (as defined below), or (z) to any Person that is the target of any sanctions or is a controlled Affiliate of any such Person, in any such case, will be void *ab initio* and will not be recognized by

⁵ **Note to Draft:** The form of representation letters shall be mutually agreed among the Debtors, the Freedom Lender Group and the Required Consenting First Lien Lenders prior to the Effective Date.

⁷⁶ **Note to Draft:** Subject to resolution on discussions regarding the tax classification of New TopCo for U.S. income tax purposes.

New TopCo. Subject to applicable law, nothing contained in the New LLC Agreement shall prevent the Unitholders from transferring, hypothecating, pledging or otherwise disposing of New Common Units or their ownership rights in New Common Units for the purpose of effecting margin transactions or in connection with any financing activity or arrangement undertaken by the Unitholders or their Affiliates in the ordinary course of business.

A transfer of New Common Units in a Sale Transaction by a Selling Unitholder (as defined below) or a Dragged Unitholder (as defined below) shall not be subject to the requirements of this “Transfers” section, other than clause (a) above.

In addition to the foregoing, Class B Common Units will be subject to additional customary transfer restrictions and risks of forfeiture to be set forth in a management incentive plan to be adopted by the New Board and/or any agreement, contract or other instrument or document evidencing or governing an award issued under any such management incentive plan.

The term “Competitor” means, as of any time of determination, (A) any Person that is identified by name on the Restricted List (as defined below) as of such time of determination, which may include one or more Investment Funds (as defined below), (B) any Person that is engaged in competition with any of the Companies as of such time, as reasonably determined by the New Board, and (C) any Person that is an Affiliate of any Person referred to in clause (A) or clause (B) that is reasonably identifiable as an Affiliate of any such Person on the basis of such Affiliate’s name; provided, that, (x) solely with respect to clause (A), a Competitor shall not include (I) any Person that is a Unitholder at the time the New Board determines to identify such Person on the Restricted List, or (II) any Affiliate of any Person described in clause (x)(I), which Affiliate is an Investment Fund or any entity that is formed by an Investment Fund and whose only assets are or will be (after giving effect to any proposed or contemplated transfer), directly or indirectly, New Common Units or other securities or indebtedness of any of the Companies, and (y) solely with respect to clause (B), a Competitor shall not include (I) any Investment Fund, or (II) any entity that is formed by an Investment Fund and whose only assets are or will be (after giving effect to any proposed or contemplated transfer), directly or indirectly, New Common Units or other securities or indebtedness of any of the Companies (it being understood that a Person described in clause (y)(I) or clause (y)(II) may be a Competitor under clause (A) or clause (C)).

The term “Restricted List” means a schedule or list of disqualified transferees as determined by the New Board, as

such schedule or list may be amended, supplemented, updated or modified from time to time by the New Board. With respect to any proposed transfer, the Restricted List shall be the Restricted List most recently provided by New TopCo as of prior to delivery of the Transfer Notice.

The term “Investment Fund” means a *bona fide* investment fund or other investment vehicle, such as a hedge fund, private equity fund, an account, a share trust, an investment trust, an investment company, a pension fund, or an insurance company, in each case, the business, operations or assets of which are held for investment purposes and the investments in which are professionally managed.

Preemptive Rights:

New TopCo shall not, and New TopCo shall not cause or permit any of its subsidiaries to, sell or issue additional equity interests (including, for the avoidance of doubt, any options, warrants or other securities that are convertible into, or exchangeable or exercisable for, New Common Units, limited liability company interests or shares of capital stock) (collectively, “Additional Securities”) to any Person (including any then-current Unitholder), other than in a *pro rata* distribution to all Unitholders that own or hold New Common Units of a particular class or series and certain other customary exceptions, unless New TopCo or its applicable subsidiary offers to permit each Unitholder that is an Accredited Investor (any such Unitholder, a “Preemptive Unitholder”) to purchase its *pro rata* portion (calculated on the basis of the Class A Common Units owned or held by such Preemptive Unitholder relative to the Class A Common Units owned or held by all Preemptive Unitholders) of such Additional Securities on the same terms and conditions as each other Preemptive Unitholder. If any of the Preemptive Unitholders do not elect to purchase their respective full *pro rata* portions of the Additional Securities, then the Preemptive Unitholders that have elected to purchase their full *pro rata* portions of the Additional Securities shall be offered the right to purchase any such unpurchased Additional Securities (and such procedure of offering and purchasing Additional Securities shall be repeated until either (x) there are no unpurchased Additional Securities or (y) no Preemptive Unitholders elect to purchase any such unpurchased Additional Securities).

~~f~~New TopCo may comply with its obligations described in the immediately preceding paragraph by first selling to (or causing its applicable subsidiary to sell to) one or more Persons (including, without limitation, any of the Preemptive Unitholders and/or any of their respective Affiliates) (each, ~~an~~ “Specified Preemptive Unitholder Accelerated Acquirer”) all or any portion of the Additional Securities contemplated to be sold, and, promptly thereafter, offering to sell to the Preemptive Unitholders ~~(other than the Specified Preemptive Unitholders)~~

(each, an “~~Other Preemptive Unitholder~~”) the number or amount of such Additional Securities the ~~Other~~ Preemptive Unitholders would have been entitled to purchase pursuant to the immediately preceding paragraph as if New TopCo or its applicable subsidiary had not first sold all or the applicable portion of ~~the such~~ Additional Securities to the ~~Specified Preemptive Unitholders~~ Accelerated Acquirer but rather had offered to sell all of ~~the such~~ Additional Securities to all Preemptive Unitholders at the same time in accordance with the immediately preceding paragraph (and the determination of the number or amount of such Additional Securities to be offered to any Preemptive Unitholder in accordance with this sentence shall take into account any such Additional Securities that were previously purchased by such Preemptive Unitholder and/or any of its Affiliates if such Preemptive Unitholder and/or any of its Affiliates is an Accelerated Acquirer). In the event that any ~~Other~~ Preemptive Unitholder purchases Additional Securities pursuant to any such offer referred to in the immediately preceding sentence and, as a result thereof, the ~~Specified Preemptive Unitholders~~ Accelerated Acquirers would not have been permitted to purchase all of the Additional Securities they had purchased if all of the Additional Securities contemplated to be sold had instead been offered to all Preemptive Unitholders at the same time in accordance with the immediately preceding paragraph, then the ~~Specified — Preemptive Unitholders~~ Accelerated Acquirers shall sell or transfer to New TopCo or its applicable subsidiary, for a price equal to the original cost thereof (plus any accrued and unpaid yield or interest thereon, if applicable, but without reducing such cost by any fee or premium received by the ~~Specified Preemptive Unitholders~~ Accelerated Acquirers in connection therewith), the excess number or amount of Additional Securities that had been acquired by the ~~Specified~~ Accelerated Acquirers; provided, that there shall be no distributions (other than the Additional Securities) on any New Common Units prior to compliance with this sentence unless a reserve is established that is sufficient to make distributions on Additional Securities that may be issued to Preemptive Unitholders, that exercise rights hereunder.

Tag-Along Rights:

If one or more Unitholders (the “Initiating Unitholders”) desires to transfer Class A Common Units representing fifty percent (50.0%) or more of the issued and outstanding Class A Common Units to any Person (or group of Persons) (the “Transferee”) in any transaction (or series of related transactions) (excluding any transfer of Class A Common Units by an Initiating Unitholder to one or more of its Affiliates and certain other permitted transferees) (a “Tag-Along Transaction”), the Initiating Unitholders must give notice to each other holder of Class A Common Units (the “Tag-Along Sellers”) at least ten (10) business days prior to the consummation of such Tag-Along Transaction, setting forth the material terms and conditions of

such Tag-Along Transaction, and arrange for each Tag-Along Seller to have the opportunity to include in such Tag-Along Transaction at least a corresponding percentage of Class A Common Units owned or held by such Tag-Along Seller. The tag-along right may be exercised by any Tag-Along Seller delivering a written notice to the Initiating Unitholders (or a designated representative of the Initiating Unitholders) within five (5) business days following receipt of written notice of the proposed Tag-Along Transaction by the Initiating Unitholders.

Tag-Along Sellers shall receive the same form and amount of consideration per Class A Common Unit that is being paid to the Initiating Unitholders in connection with the Tag-Along Transaction, and on substantially the same terms, except that if the Initiating Unitholders are given an option as to the form of consideration to be received in exchange for their Class A Common Units, each of the Tag-Along Sellers shall only need to be given the same option with respect to their Class A Common Units.

Notwithstanding anything to the contrary contained in this Governance Term Sheet, holders of Class B Common Units shall not be entitled to tag-along rights in respect of Class B Common Units held by any such holder.

Drag-Along Rights:

If ~~one or more~~ the Majority Unitholders ~~that own or hold greater than [●] ([●]%)⁸ of the issued and outstanding Class A Common Units~~ ((for purposes of this “Drag-Along Rights” section, the “Selling Unitholders”)) decide to effect, approve or otherwise take any action that would cause the occurrence of, or desire to consummate, a Sale Transaction to or with any Person other than the Selling Unitholders or any Affiliates thereof, then New TopCo or the Selling Unitholders will have the right to require all other Unitholders (the “Dragged Unitholders”) to, among other things, (i) sell a percentage of their New Common Units corresponding to the aggregate percentage of the New Common Units owned or held by the Selling Unitholders that are proposed to be included in such Sale Transaction; (ii) vote such Dragged Unitholders’ New Common Units, whether by proxy, voting agreement or otherwise, in favor of the Sale Transaction and not raise any objection thereto; (iii) enter into agreements with the purchaser in the Sale Transaction on terms and conditions substantially identical to those applicable to the Selling Unitholders (excluding non-compete agreements); (iv) obtain any required consents; (v) waive and refrain from exercising any appraisal, dissenters or similar rights; (vi) not assert any claim against any of the Companies, any Manager,

⁸ ~~Note to Draft: Threshold for exercise of “Drag-Along Rights” is subject to ongoing discussions among certain members of the Ad Hoc Group.~~

any member of any committee of the New Board, any member of any Subsidiary Governing Body or any other Unitholder or any Affiliates of any of the foregoing in connection with the Sale Transaction; and (vii) take any and all reasonably necessary action in furtherance of the consummation of the Sale Transaction.

Each Unitholder shall receive, in respect of each New Common Unit to be sold by such Unitholder in the Sale Transaction, the same form and amount of consideration paid in such Sale Transaction that is being paid to each other Unitholder in respect of New Common Units of the same class or series, and on substantially the same terms, except that if any Unitholder is given an option as to the form of consideration to be received in exchange for each New Common Unit of any class or series held by such Unitholder, each other Unitholder holding New Common Units of the same class or series need only be given the same option.

Upon the election of the New Board, any Class B Common Units transferred in a Sale Transaction by a Selling Unitholder or a Dragged Unitholder shall immediately and automatically convert into Class A Common Units, subject to any vesting or other requirements of the Management Incentive Plan, upon the consummation of such Sale Transaction.

“Sale Transaction” means the sale, lease, transfer, issuance or other disposition, in one transaction or a series of related transactions, of (i) all or substantially all of the consolidated assets of the Companies (including by or through the issuance, sale, contribution, transfer or other disposition (including by way of reorganization, merger, share or unit exchange, consolidation or other business combination) of at least a majority of the aggregate voting power of the voting securities of any direct and/or indirect subsidiary or subsidiaries of New TopCo if substantially all of the consolidated assets of the Companies are held by such subsidiary or subsidiaries) or (ii) at least a majority of the issued and outstanding Class A Common Units (whether directly or indirectly or by way of any merger, share or unit exchange, recapitalization, sale or contribution of equity, tender offer, reclassification, consolidation or other business combination transaction or purchase of beneficial ownership), to (in either case of clause (i) or clause (ii)) any Person or “group” (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, or any successor provision).

Confidentiality:

Subject to certain customarily permitted disclosures (including (i) disclosures to a Unitholder’s advisors and representatives and (ii) disclosures to an actual or prospective ~~prospective~~ bona fide transferee of Class A Common Units who executes

and delivers to New TopCo a confidentiality agreement substantially in the form of confidentiality agreement attached as an exhibit to the New LLC Agreement; provided, that Board Information (as defined below) may not be disclosed by a Unitholder to any such actual or prospective transferee), each Unitholder will be required to hold in strict confidence any confidential, business, financial or proprietary information such Unitholder receives regarding any of the Companies, or any confidential, business, financial or proprietary information of any other Unitholder in respect of any of the Companies (“Confidential Information”), whether such Confidential Information is received from any of the Companies, any Manager, another Unitholder, any Affiliate of New TopCo or another Unitholder, or any agents or advisors of any thereof. Such confidentiality obligations shall commence on the Effective Date and end on the first anniversary of the date such Unitholder no longer owns any New Common Units.

In the event that any Unitholder proposes to sell or otherwise transfer any New Common Units to a third party in compliance with the transfer restrictions described in this Governance Term Sheet, such Unitholder may make available to the potential transferee Confidential Information relating to the Companies (including Confidential Information obtained by such Unitholder from any Manager, but excluding any Board Information), subject to the prior execution by such potential transferee (excluding any Unitholder) of a confidentiality agreement substantially in the form of confidentiality agreement attached as an exhibit to the New LLC Agreement.

Information Rights:

Prior to New TopCo becoming obligated to file reports under the Exchange Act, subject to the confidentiality provisions referred to above, each Unitholder that holds Class A Common Units (other than Unitholders that are Competitors) shall be entitled to receive (a) annual audited consolidated financial statements of New TopCo within the time frame required for the delivery of such financial statements under the Companies’ credit documents as of the Effective Date, (b) quarterly unaudited consolidated financial statements of New TopCo for each of New TopCo’s first three fiscal quarters during each fiscal year within the time frame required for the delivery of such financial statements under the Companies’ credit documents as of the Effective Date, and (c) any information that is posted to the “public” side of the platform for lenders under the Companies’ credit documents at substantially the same time as such information is posted to such platform. If New TopCo does not produce consolidated financial statements at the New TopCo level, but does produce consolidated financial statements at the level of one or more of its subsidiaries, then, in lieu of making available such consolidated financial statements of New TopCo, New TopCo shall make available to each Unitholder that holds

Class A Common Units (other than Unitholders that are Competitors) the consolidated financial statements of its applicable subsidiary(ies).

At the option of New TopCo, New TopCo may make available the information described above (but not the Board Information) on a password-protected website that is only available to Unitholders that hold Class A Common Units (other than Unitholders that are Competitors) and any actual or prospective *bona fide* transferees of Class A Common Units. As a condition to gaining access to the information posted on such website, a Person may be required to “click through” or take other affirmative action pursuant to which such Person shall (i) acknowledge its confidentiality obligations in respect of such information, (ii) certify its status as a Unitholder that holds Class A Common Units or an actual or prospective *bona fide* transferee of Class A Common Units, as applicable, and (iii) in the case of any Person that is a Unitholder, confirm and ratify that it is a party to, and bound by all of the terms and provisions of, the New LLC Agreement.

In addition, New TopCo shall hold a quarterly informational telephone conference call once during each fiscal quarter for the Unitholders. During each such quarterly teleconference, New TopCo’s or its applicable subsidiaries’ officers shall present a narrative overview of the financial statements provided to the Unitholders pursuant to clauses (a) and (b) above. Any such call may be held jointly with any call for the Companies’ debtholders.

In addition, at the request of any Major Unitholder (as defined below), all final drafts of materials (including minutes of Meetings and written consents in lieu of Meetings) and other information given to Managers or members of any committee of the New Board (such materials and information, “Board Information”) shall be provided to such Major Unitholder; provided, that a Major Unitholder shall not be entitled to receive any Board Information that the New Board or the applicable committee determines (x) would jeopardize or impair the ability of any of the Companies to take advantage of the attorney-client, work product or similar privilege if such Board Information was disclosed to such Major Unitholder, (y) is necessary or advisable (in the judgment of the New Board or the applicable committee, as the case may be) to be withheld to comply with the terms and conditions of confidentiality obligations with third parties or applicable law, or (z) such Major Unitholder or any Affiliate of any such Major Unitholder has a conflict of interest with respect to the subject matter of such Board Information.

The term “Major Unitholder” means each Unitholder (other than any Unitholder that is a Competitor) that, as of the Effective

Date (immediately after giving effect to the consummation of the Plan Equitization Transaction, including all payments and distributions to be made on or as of the Effective Date), owns or holds (together with its Affiliates) at least five percent (5.0%) of the issued and outstanding Class A Common Units as of the Effective Date (immediately after giving effect to the consummation of the Plan Equitization Transaction, including all payments and distributions to be made on or as of the Effective Date); provided, that a Unitholder will permanently cease to be a “Major Unitholder” once such Unitholder owns or holds (together with its Affiliates) less than five percent (5.0%) of the issued and outstanding Class A Common Units.

Limitations on Affiliate Transactions:

Any direct or indirect transaction or series of related transactions between any of the Companies, on the one hand, and any Person who, together with its Affiliates, owns or holds five percent (5.0%) or more of the issued and outstanding Class A Common Units or is an Affiliate of any such Person (other than any of the Companies), on the other hand (an “Affiliate Transaction”), involving aggregate payments or other consideration in excess of \$1,000,000 per annum shall require the approval of a majority of the Managers that are disinterested with respect to such Affiliate Transaction, unless any such transaction is a commercial transaction on an arm’s length basis entered into in the ordinary course of business consistent with past practice.

Registration Rights:

If New TopCo (or any successor or subsidiary of New TopCo) consummates an underwritten public offering pursuant to an effective registration statement covering the common equity of New TopCo (or any successor or subsidiary of New TopCo) (“Company Securities”) that results in such Company Securities being listed on a national securities exchange or quoted on the Nasdaq Stock Market (an “IPO”), then the Unitholders shall be entitled to the following registration rights:

Demand Rights: Any Unitholder or group of Unitholders (acting together) that own or hold at least five percent (5.0%) of all of the Company Securities that are issued and outstanding as of such time may request that New TopCo effect the registration under the Securities Act for a specified number of “Registrable Securities” (as customarily defined) held by such Unitholder(s). Subject to certain exceptions, New TopCo will not be required to effect the demand right more than three times.

Piggyback Registration: Any Unitholder shall be entitled to reasonable and customary piggyback registration rights.

Termination of Rights:

The New LLC Agreement (other than “Registration Rights” set forth above) shall terminate upon the consummation of an IPO.

Governing Law and Forum: Delaware.

Schedule A

Specified Unitholders⁷

1. [HG Vora Capital Management, LLC]
2. [Arena Capital Advisors, LLC]
3. [Garnett Station Partners]
4. [Guggenheim Partners Investment Management, LLC]
5. [Octagon Credit Investors, LLC]
6. [Oaktree Capital Management, L.P.]
7. [HPS Investment Partners, LLC]
8. [Fidelity]

⁷ [Note to Draft: Specified Unitholders to confirm name of investment managers.]

Schedule B

Actions Requiring Approval of New Board and Majority Unitholders

1. Consummate any acquisition (by merger, consolidation, or acquisition or disposition of stock or assets) of any business enterprise, business division or business unit in any transaction or series of related transactions for consideration in excess of \$300.0 million (the amount of such consideration to be determined in good faith by the New Board).
2. Consummate any initial public offering of securities on a national securities exchange (or comparable non-U.S. securities exchange).
3. Consummate any Sale Transaction, other than (a) any such Sale Transaction that is consummated as an internal restructuring transaction (including (x) the dissolution, consolidation or merger of any immaterial or dormant Company, or (y) the consolidation, merger or other business combination of any Company with or into an Affiliate of any Company for the purpose of changing the legal domicile of such Company or changing the legal form of such Company), and (b) as set forth in the “Drag-Along Rights” section of the Governance Term Sheet.

Exhibit B

Schedule of Retained Causes of Action

Review of the Debtors' Causes of Action is ongoing.

The Plan defines this Schedule of Retained Causes of Action as “the schedule of those Causes of Action that shall vest in the Reorganized Debtors on the Effective Date, which will be contained in the Plan Supplement; provided, for the avoidance of doubt, that the Permitted Litigation Claims shall vest in the Litigation Trust and not in the Reorganized Debtors; provided, further, that the following Claims and Causes of Action shall vest in the Reorganized Debtors and shall not be Permitted Litigation Claims: any Claims, Causes of Action, counterclaims, or cross-claims, that are against continuing trade partners, vendor counterparties, or contractual counterparties of the Reorganized Debtors, in each case, who are subject to a contract or lease that has been assumed or who otherwise are intended by the Reorganized Debtors to have ongoing business dealings with the Reorganized Debtors as of the Effective Date, or counterclaims in response to claims that otherwise relate to the Reorganized Debtors' continued operations (such Claims and Causes of Action, collectively, the ‘Reorganized Debtors' Retained Causes of Action’).” Nothing in this Plan Supplement modifies that definition in the Plan.

In accordance with section 1123(b) of the Bankruptcy Code each Reorganized Debtor shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Reorganized Debtors' Retained Causes of Action, whether arising before or after the Petition Date, including, with respect to the Reorganized Debtors, any actions specifically enumerated in this Schedule of Retained Causes of Action, and the Reorganized Debtors' rights to commence, prosecute, or settle the Reorganized Debtors' Retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date or any other provision of the Plan to the contrary, including Article XII thereof.

For the avoidance of doubt, the Reorganized Debtors' Retained Causes of Action shall not include the Permitted Litigation Claims, which shall be transferred to, and vest in, the Litigation Trust pursuant to the Plan.

No Person or Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors, the Reorganized Debtors, or the Litigation Trust, as applicable, will not pursue any and all available Causes of Action against them. The Debtors, the Reorganized Debtors, and the Litigation Trust, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.

Pursuant to the Plan, on the Effective Date, the Reorganized Debtors' Retained Causes of Action shall vest in the Reorganized Debtors.

All of the following Debtors' Claims (as defined in section 101(5) of the Bankruptcy Code) and Causes of Action (including defenses, counterclaims, and other rights) that constitute Reorganized Debtors' Retained Causes of Action shall be preserved:¹

1. Claims Related to Insurance Policies

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, without limitation, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters. Notwithstanding the foregoing, pursuant to the Plan, the Litigation Trust shall retain all rights to pursue the D&O Liability Insurance Policies with respect to the Permitted Litigation Claims.

2. Claims Related to Taxing Authorities

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action based in whole or in part upon any and all tax obligations to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, including, without limitation, against or related to all Entities that owe or that may in the future owe money related to tax refunds to the Debtors or the Reorganized Debtors, regardless of whether such Entity is specifically identified in the Plan or in this Plan Supplement.

3. Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or nonjudicial, regardless of whether such Entity is specifically identified in the Plan, this Plan Supplement, or any amendments thereto.

4. Claims Related to Contracts and Leases

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve Causes of Action based in whole or in part upon any and all contracts and leases, joint operating agreements, and similar instruments, to which any of the Debtors or Reorganized Debtors is a party or pursuant to which any of the Debtors or the Reorganized Debtors has any rights whatsoever (regardless of whether such contract or lease is specifically identified in

¹ To the extent the following provisions are Claims and Causes of Action that are Permitted Litigation Claims, such Claims and Causes of Action shall be transferred to, and vested in, the Litigation Trust.

the Plan, this Plan Supplement, or any amendments thereto), including, without limitation, all contracts and leases that are deemed assumed pursuant to the Plan or were previously assumed by the Debtors. The Claims and Causes of Action reserved include Causes of Action against landlords, vendors, suppliers of goods and services, customers, members, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual, or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party; (e) for any liens, including mechanics', artisans', materialmens', possessory, or statutory liens held by any one or more of the Debtors and the Reorganized Debtors, as applicable; (f) arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies, or suppliers of environmental services or goods; (g) for counter-claims and defenses related to any contractual obligations; (h) for any turnover actions arising under section 542 or 543 of the Bankruptcy Code; and (i) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims. For the avoidance of doubt, the Debtors and the Reorganized Debtors, as applicable, expressly reserve the right to offset any such Claims or Causes of Action against the applicable member's or any other party's service retainer, as applicable.

5. Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors or Reorganized Debtors, regardless of whether such Entity is expressly identified in the Plan, this Plan Supplement, or any amendments thereto. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors or Reorganized Debtors, as applicable, owe money to such Entities.

6. Claims Related to Deposits or Prepayments, Adequate Assurance, and Other Collateral Postings

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action based in whole or in part upon any and all postings of a security deposits, letters of credit, surety bonds, adequate assurance payment, or any other type of deposit, prepayment, or collateral, regardless of whether such posting of security deposit, surety bonds, letters of credit, adequate assurance payment, or any other type of deposit, prepayment, or collateral is specifically identified in the Plan or in this Plan Supplement.²

² For the avoidance of doubt, the Debtors reserve all rights with respect to any deposit provided in accordance with the *Final Order (I) Prohibiting Utility Companies From Altering, Refusing, or Discontinuing Utility Services*,

7. Claims Related to Liens

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action based in whole or in part on any and all liens regardless of whether such liens are specifically identified in the Plan or in this Plan Supplement.

8. Specified Causes of Action

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve the following Causes of Action:

(a) All Causes of Action against A Team Sales, LLC.

9. Claims Against Continuing Trade Partners, Vendor Counterparties, or Contractual Counterparties

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve any Claims, Causes of Action, counterclaims, or cross-claims that are against continuing trade partners, vendor counterparties, or contractual counterparties of the Reorganized Debtors, in each case, who are subject to a contract or lease that has been assumed or who otherwise are intended by the Reorganized Debtors to have ongoing business dealings with the Reorganized Debtors as of the Effective Date, or counterclaims in response to claims that otherwise relate to the Reorganized Debtors' continued operations.

(II) Deeming Utility Companies Adequately Assured of Future Payment, (III) Establishing Procedures for Resolving Objections by Utility Companies and Determining Additional Adequate Assurance of Payment, and (IV) Granting Related Relief [Docket No. 384] or otherwise provided as “adequate assurance of payment” (as that term is used by section 366 of the Bankruptcy Code).

Exhibit B-1

**Redline to Previously Filed
Schedule of Retained Causes of Action**

Exhibit B

Schedule of Retained Causes of Action

Review of the Debtors' Causes of Action is ongoing.

The Plan defines this Schedule of Retained Causes of Action as “the schedule of those Causes of Action that shall vest in the Reorganized Debtors on the Effective Date, which will be contained in the Plan Supplement; provided, for the avoidance of doubt, that the ~~OpCo Permitted Litigation Claims shall vest in the OpCo Debtor Litigation Trust and not in the Reorganized Debtors, and the Freedom HoldCo Debtor Litigation Trust Claims shall vest in the Freedom HoldCo Debtor Litigation Trust and not in the Reorganized Debtors;~~ provided, further, that the following Claims and Causes of Action shall vest in the Reorganized Debtors ~~shall be limited to and shall not be Permitted Litigation Claims:~~ any Claims, Causes of Action, counterclaims, or cross-claims, that are ~~not otherwise specified as being vested in the OpCo Debtor Litigation Trust or the Freedom HoldCo Debtor Litigation Trust, and are~~ against continuing trade partners, vendor counterparties, or contractual counterparties, ~~or of the Reorganized Debtors, in each case, who are subject to a contract or lease that has been assumed or who otherwise are intended by the Reorganized Debtors to have ongoing business dealings with the Reorganized Debtors as of the Effective Date, or counterclaims in response to claims that otherwise relate to the Reorganized Debtors' continued operations.”~~ For the avoidance of doubt, (such Claims and Causes of Action, collectively, the ‘Reorganized Debtors’ Retained Causes of Action’).”
~~n~~Nothing in this Plan Supplement modifies ~~this~~that definition in the Plan.

In accordance with section 1123(b) of the Bankruptcy Code, ~~other than with respect to any and all OpCo Litigation Claims and Freedom HoldCo Debtor Litigation Trust Claims, which shall respectively vest in the OpCo Debtor Litigation Trust and the Freedom HoldCo Debtor Litigation Trust pursuant to and in accordance with the Plan,~~ each Reorganized Debtor shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Reorganized Debtors' Retained Causes of Action ~~of the Debtors not previously settled, released, or exculpated under the Plan,~~ whether arising before or after the Petition Date, including, with respect to the Reorganized Debtors, any actions specifically enumerated in this Schedule of Retained Causes of Action ~~(collectively, the “Retained Causes of Action”),~~ and the Reorganized Debtors' rights to commence, prosecute, or settle ~~such~~the Reorganized Debtors' Retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date or any other provision of the Plan to the contrary, including Article XII thereof.

For the avoidance of doubt, the Reorganized Debtors' Retained Causes of Action shall not include the Permitted Litigation Claims, which shall be transferred to, and vest in, the Litigation Trust pursuant to the Plan.

No Person or Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors, the Reorganized Debtors, ~~the OpCo Debtor Litigation Trust,~~ or the ~~Freedom HoldCo Debtor Litigation Trust,~~ as applicable, will not pursue any and all available Causes of Action against them. The Debtors, the Reorganized Debtors, ~~the OpCo Debtor Litigation Trust,~~ and the ~~Freedom HoldCo Debtor Litigation Trust,~~ as applicable,

expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.

Pursuant to the Plan, on the Effective Date, the Reorganized Debtors' Retained Causes of Action ~~of the Debtors~~ shall vest in the Reorganized Debtors. ~~Other than to the extent constituting Claims or Causes~~

~~of Action that are otherwise specified as being vested in the OpCo Debtor Litigation Trust or the Freedom HoldCo Debtor Litigation Trust pursuant to the Plan, the Retained Causes of Action include among other things, all of the~~ All of the following Debtors' Claims (as defined in section 101(5) of the Bankruptcy Code) and Causes of Action (including defenses, counterclaims, and other rights), ~~in each case, relating to the following~~ that constitute Reorganized Debtors' Retained Causes of Action shall be preserved:¹

1. Claims Related to Insurance Policies

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, without limitation, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters. Notwithstanding the foregoing, pursuant to the Plan, the Litigation Trust shall retain all rights to pursue the D&O Liability Insurance Policies with respect to the Permitted Litigation Claims.

2. Claims Related to Taxing Authorities

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action based in whole or in part upon any and all tax obligations to which any Debtor or Reorganized Debtor is a party or pursuant to which any Debtor or Reorganized Debtor has any rights whatsoever, including, without limitation, against or related to all Entities that owe or that may in the future owe money related to tax refunds to the Debtors or the Reorganized Debtors, regardless of whether such Entity is specifically identified in the Plan or in this Plan Supplement.

3. Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial

¹ To the extent the following provisions are Claims and Causes of Action that are Permitted Litigation Claims, such Claims and Causes of Action shall be transferred to, and vested in, the Litigation Trust.

proceeding or dispute resolution proceeding, whether formal or informal or judicial or nonjudicial, regardless of whether such Entity is specifically identified in the Plan, this Plan Supplement, or any amendments thereto. ~~Without limiting the generality of the foregoing, the Debtors' expressly reserve all Causes of Action against the Entities identified in Schedule B(i) attached hereto.~~

4. Claims Related to Contracts and Leases

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve Causes of Action based in whole or in part upon any and all contracts and leases, joint operating agreements, and similar instruments, to which any of the Debtors or Reorganized Debtors is a party or pursuant to which any of the Debtors or the Reorganized Debtors has any rights whatsoever (regardless of whether such contract or lease is specifically identified in the Plan, this Plan Supplement, or any amendments thereto), including, without limitation, all contracts and leases that are deemed assumed pursuant to the Plan or were previously assumed by the Debtors. The Claims and Causes of Action reserved include Causes of Action against landlords, vendors, suppliers of goods and services, customers, members, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual, or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) for payments, deposits, holdbacks, reserves or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party; (e) for any liens, including mechanics', artisans', materialmens', possessory, or statutory liens held by any one or more of the Debtors and the Reorganized Debtors, as applicable; (f) arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies, or suppliers of environmental services or goods; (g) for counter-claims and defenses related to any contractual obligations; (h) for any turnover actions arising under section 542 or 543 of the Bankruptcy Code; and (i) for unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims. For the avoidance of doubt, the Debtors and the Reorganized Debtors, as applicable, expressly reserve the right to offset any such Claims or Causes of Action against the applicable member's or any other party's service retainer, as applicable.

5. Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money to the Debtors or Reorganized Debtors, regardless of whether such Entity is expressly identified in the Plan, this Plan Supplement, or any amendments thereto. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors or Reorganized Debtors, as applicable, owe money to such Entities.

6. **Claims Related to Deposits or Prepayments, Adequate Assurance, and Other Collateral Postings**

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action based in whole or in part upon any and all postings of a security deposits, letters of credit, surety bonds, adequate assurance payment, or any other type of deposit, prepayment, or collateral, regardless of whether such posting of security deposit, surety bonds, letters of credit, adequate assurance payment, or any other type of deposit, prepayment, or collateral is specifically identified in the Plan or in this Plan Supplement.¹²

7. **Claims Related to Liens**

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve all Causes of Action based in whole or in part on any and all liens regardless of whether such liens are specifically identified in the Plan or in this Plan Supplement.

8. **Specified Causes of Action**

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve the following Causes of Action:

~~(a)~~ (a) All Causes of Action against A Team Sales, LLC.

9. **Claims Against Continuing Trade Partners, Vendor Counterparties, or Contractual Counterparties**

Unless otherwise released by the Plan, the Debtors and the Reorganized Debtors, as applicable, expressly reserve any Claims, Causes of Action, counterclaims, or cross-claims that are against continuing trade partners, vendor counterparties, or contractual counterparties of the Reorganized Debtors, in each case, who are subject to a contract or lease that has been assumed or who otherwise are intended by the Reorganized Debtors to have ongoing business dealings with the Reorganized Debtors as of the Effective Date, or counterclaims in response to claims that otherwise relate to the Reorganized Debtors' continued operations.

¹² For the avoidance of doubt, the Debtors reserve all rights with respect to any deposit provided in accordance with the *Final Order (I) Prohibiting Utility Companies From Altering, Refusing, or Discontinuing Utility Services, (II) Deeming Utility Companies Adequately Assured of Future Payment, (III) Establishing Procedures for Resolving Objections by Utility Companies and Determining Additional Adequate Assurance of Payment, and (IV) Granting Related Relief* [Docket No. 384] or otherwise provided as “adequate assurance of payment” (as that term is used by Section 366 of the Bankruptcy Code).

I.

Exhibit B(i)

~~Claims, Defenses, Cross-Claims, and~~

~~Counter-Claims Related to Litigation and Possible Litigation~~

Exhibit B(i)**~~Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation~~**

Debtors	Debtor Position	Caption of Suit / Counterparty	Case Number
American Freight Outlet Stores, LLC	Plaintiff	American Freight Outlet Stores, LLC v. Joseph Mori, Global Offices Group, Jane- Doe, and John Doe	1:21-cv-00983
American Freight, LLC American Freight Management Company, LLC	Plaintiff	American Freight, LLC <i>et al.</i> v. Legacy Furniture Mattress, Gavin Gosik, and Karl Finley	2:22-cv-2733-SDM-CMV
American Freight Outlet Stores, LLC	Plaintiff	American Freight Outlet Stores, LLC v. White Lane, LLC, <i>et al.</i>	BCV-24-101968

Exhibit D

Restructuring Transactions Memorandum

In accordance with the Plan, the steps set forth in the Restructuring Transactions Memorandum remain subject to modification until the Effective Date.

Certain documents, or portions thereof, contained in this **Exhibit D** and the Plan Supplement remain subject to continuing review and discussions among the Debtors and interested parties with respect thereto. The rights of the Debtors are expressly reserved, subject to the terms and conditions set forth in the Plan (including all applicable consultation, consent, and/or approval rights contained or contemplated therein), to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court.

Unless otherwise set forth below, the following steps shall occur in the order set forth below.

*Draft***Restructuring Transactions Memorandum**¹

This Restructuring Transactions Memorandum sets forth a summary description of the material components of the Restructuring Transactions to be effectuated prior to, on, or following the Effective Date in connection with the *Eighth Amended Joint Chapter 11 Plan of Franchise Group, Inc. and Its Debtor Affiliates* [Docket No. 1312] (as may be amended, supplemented or modified from time to time, the “Plan”). The Debtors reserve all rights to modify, amend, supplement, or restate any part of this Restructuring Transactions Memorandum as necessary or appropriate, subject to the Definitive Document Consent Rights. Capitalized terms used but not defined herein shall have the definitions set forth in the Plan. In the event of an inconsistency between the Plan and the terms hereof, the terms of the Plan shall control.

The definitive documentation necessary or appropriate to implement the transaction steps set forth herein may include, among other things and without limitation, merger, purchase, sale, assignment, transfer, novation, release, amendment, distribution and/or contribution agreements.

Unless otherwise set forth below, the Restructuring Transactions are intended to be effectuated as follows and in the following order.

Step 1.**Prior to the Effective Date:**

- A. A third party forms a new Delaware limited liability company (“Reorganized Franchise Group Parent”), which is intended to be treated as a corporation for U.S. federal income tax purposes.
- B. Immediately after Step 1A, Reorganized Franchise Group Parent forms a new Delaware limited liability company (“Reorganized Franchise Group Intermediate”), which is intended to be treated as a corporation for U.S. federal income tax purposes.
- C. Immediately after Step 1B, Reorganized Franchise Group Intermediate forms a new Delaware limited liability company (“Reorganized Franchise Group Buyer”), which is intended to be treated as a corporation for U.S. federal income tax purposes.

On the Effective Date:

- D. Reorganized Franchise Group Parent issues and contributes to Reorganized Franchise Group Intermediate common limited liability company interests of Reorganized Franchise Group Parent (“Reorganized Parent Equity”). The Reorganized Parent Equity represents 100% of the issued and outstanding Equity Interests of Reorganized Franchise Group Parent.
- E. Immediately after Step 1D, Reorganized Franchise Group Intermediate contributes the Reorganized Parent Equity to Reorganized Franchise Group Buyer. Following this Step 1E, Reorganized Franchise Group Buyer owns 100% of the issued and outstanding Equity Interests of Reorganized Franchise Group Parent, resulting in momentary circular ownership.

¹ This Restructuring Transactions Memorandum remains subject to further review and comment in all respects. In the event that there are any further amendments to the Plan or changes to the contemplated transaction steps necessary to complete the Plan, then these transaction steps set forth herein will be updated and an amended Restructuring Transactions Memorandum will be filed setting forth such modified transaction steps.

Step 2.

On the Effective Date:

- A. The OpCo Debtors and the Freedom HoldCo Debtors form the Litigation Trust.
- B. TopCo contributes all of the Cash it has on hand (approximately \$13.25 million) to Freedom VCM Interco Holdings, Inc., as a capital contribution.
- C. Each of Freedom VCM Receivables, Inc. and Freedom Receivables II, LLC distributes any assets it holds to Freedom VCM Interco Holdings, Inc.
- D. Freedom VCM Interco Holdings Inc. contributes any assets it holds other than Equity Interests in subsidiaries to Freedom VCM Interco, Inc. Freedom VCM Interco, Inc. contributes any assets it holds other than Equity Interests in subsidiaries and Litigation Trust Units to Freedom VCM, Inc.
- E. The OpCo Debtors and Freedom VCM, Inc. transfer the Litigation Trust Assets to the Litigation Trust.

Step 3. On the Effective Date, Freedom VCM, Inc. contributes any assets it holds other than Equity Interests in subsidiaries and Litigation Trust Units to Franchise Group, Inc. Franchise Group, Inc. contributes any assets it holds other than Equity Interests in subsidiaries, Litigation Trust Units, and any Cash on hand intended to fund distributions under the Plan to Franchise Group New HoldCo, LLC. Franchise Group New HoldCo, LLC assumes the liabilities of Franchise Group, Inc. that are continuing or being Reinstated, solely to the extent applicable and in accordance with the Plan.

Step 4. On the Effective Date, Reorganized Franchise Group Buyer enters into the Exit ABL Facility with the third-party lenders thereunder in accordance with the Plan and receives Cash from the loans made to Reorganized Franchise Group Buyer thereunder.

Step 5.

On the Effective Date, following the prior Steps 1 through 4:

- A. Reorganized Franchise Group Buyer purchases from Franchise Group, Inc., 100% of the Equity Interests of Franchise Group New HoldCo, LLC in exchange for (i) the Reorganized Parent Equity received by Reorganized Franchise Group Buyer in Step 1E, (ii) the Cash proceeds of the Exit ABL Facility, and (iii) the issuance of the Take-Back Term Loans ((i)-(iii) collectively, the “Franchise Group Purchase Consideration”).

On the Effective Date, following the prior Step 5A:

- B. Pursuant to the Plan, (i) Franchise Group, Inc. distributes the Reorganized Parent Equity, Cash proceeds from the Exit ABL Facility, any Cash on hand, and Take-Back Term Loans, and (ii) Franchise Group Inc. and the Freedom HoldCo Debtors transfer the Litigation Trust Units, in each case, to the applicable Holders of Claims under the Plan in full and final satisfaction, settlement, release, and discharge of their Claims pursuant to the Plan.

- C. Pursuant to the Plan, the Holders of DIP Claims waive their right to assert any DIP Claims against the Freedom HoldCo Debtors. All Claims between and among TopCo, the Freedom HoldCo Debtors, and the OpCo Debtors are waived. All Existing TopCo Equity Interests are canceled, released, and extinguished.

On the Effective Date, following the prior Step 5C:

- D. Pursuant to this Restructuring Transactions Memorandum, without any further action, (i) the holders of Reorganized Parent Equity immediately following Step 5C, transfer (and shall be deemed to have transferred) such Reorganized Parent Equity to Reorganized Franchise Group Topco, LLC, a newly formed Delaware limited liability company (“New TopCo”), in exchange for all of the common limited liability company interests of New TopCo (such common limited liability company interests are referred to as the “Reorganized Common Equity” in the Plan), (ii) the limited liability company agreement of New TopCo is deemed amended and restated in its entirety as set forth in, and replaced by, the Amended and Restated Limited Liability Company Agreement of New TopCo (the “A&R LLC Agreement”), (iii) each of the Persons that receives Reorganized Common Equity is deemed to be a party to the A&R LLC Agreement as a “Member” thereunder, and deemed to be fully bound by, and subject to, all of the covenants, terms, conditions and provisions of the A&R LLC Agreement as a “Member” party thereto, and is deemed to have signed such agreement, and (iv) the initial member of New TopCo shall be deemed to have withdrawn from, and shall cease to be a member of, New TopCo for all purposes, including for all purposes of the Delaware Limited Liability Company Act and the A&R LLC Agreement.

Step 6. Franchise Group, Inc. and any of its direct or indirect parent entities that are Debtors shall be liquidated, dissolved, or otherwise wound down as soon as reasonably practicable following the Effective Date, as determined by the Debtors.

General Authority With Respect to Intercompany Claims and Other Restructuring Transactions Steps:

At any point following the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, but will not be required to: (i) merge out of existence, liquidate, dissolve, convert into different entity forms, and/or make tax elections; (ii) set off, settle, distribute, contribute, cancel, or release without any distribution with respect to the Intercompany Claims; or (iii) transfer assets, rights, obligations, personnel, and similar items among the Debtors or Reorganized Debtors, as applicable, in each case, in furtherance of the transactions contemplated by the Plan, subject to the applicable consent rights under the Plan and the Restructuring Support Agreement.

Exhibit D-1

**Redline to Previously Filed
Restructuring Transactions Memorandum**

*Draft***Restructuring Transactions Memorandum¹**

This Restructuring Transactions Memorandum sets forth a summary description of the material components of the Restructuring Transactions to be effectuated prior to, on, or following the Effective Date in connection with the ~~Sixth~~Eighth Amended Joint Chapter 11 Plan of Franchise Group, Inc. and Its Debtor Affiliates [Docket No. 103152] (as may be amended, supplemented or modified from time to time, the “Plan”). The Debtors reserve all rights to modify, amend, supplement, or restate any part of this Restructuring Transactions Memorandum as necessary or appropriate, subject to the Definitive Document Consent Rights. Capitalized terms used but not defined herein shall have the definitions set forth in the Plan. In the event of an inconsistency between the Plan and the terms hereof, the terms of the Plan shall control.

The definitive documentation necessary or appropriate to implement the transaction steps set forth herein may include, among other things and without limitation, merger, purchase, sale, assignment, transfer, novation, release, amendment, distribution and/or contribution agreements.

Unless otherwise set forth below, the Restructuring Transactions are intended to be effectuated as follows and in the following order.

Step 1.**Prior to the Effective Date:**

- A. A third party forms a new Delaware limited liability company (“Reorganized Franchise Group Parent”), which is intended to be treated as a corporation for U.S. federal income tax purposes.
- B. Immediately after Step 1A, Reorganized Franchise Group Parent forms a new Delaware limited liability company (“Reorganized Franchise Group Intermediate”), which is intended to be treated as a corporation for U.S. federal income tax purposes.
- C. Immediately after Step 1B, Reorganized Franchise Group Intermediate forms a new Delaware limited liability company (“Reorganized Franchise Group Buyer”), which is intended to be treated as a corporation for U.S. federal income tax purposes.

On the Effective Date:

- D. Reorganized Franchise Group Parent issues and contributes to Reorganized Franchise Group Intermediate (i) common limited liability company interests of Reorganized Franchise Group Parent (“Senior Reorganized Parent Equity”) ~~and (ii) (if applicable) common limited liability company interests of Reorganized Franchise Group Parent that contain a hurdle amount equal to the Initial Strike Price (“Junior. The~~ Reorganized Parent Equity”)²~~(collectively, the~~

¹ This Restructuring Transactions Memorandum remains subject to further review and comment in all respects. In the event that there are any further amendments to the Plan or changes to the contemplated transaction steps necessary to complete the Plan, then these transaction steps set forth herein will be updated and an amended Restructuring Transactions Memorandum will be filed setting forth such modified transaction steps.

² ~~**Note to Draft:** Junior Reorganized Parent Equity is issued only if Class 5 votes to accept the Plan.~~

~~“Franchise Group Equity Rights”). The Franchise Group Equity Rights~~ represents 100% of the issued and outstanding Equity Interests of Reorganized Franchise Group Parent.

- E. Immediately after Step 1D, Reorganized Franchise Group Intermediate contributes the ~~Franchise Group~~Reorganized Parent Equity ~~Rights~~ to Reorganized Franchise Group Buyer. Following this Step 1E, Reorganized Franchise Group Buyer owns 100% of the issued and outstanding Equity Interests of Reorganized Franchise Group Parent, resulting in momentary circular ownership.

Step 2.

On the Effective Date:

~~A. Franchise Group, Inc. forms the OpCo Debtor Litigation Trust.~~

A. ~~B.~~ The ~~Freedom HoldCo~~OpCo Debtors ~~form~~and the Freedom HoldCo Debtors form the Litigation Trust.

~~C. Immediately after Step 2A, the OpCo Debtors transfer the OpCo Debtor Litigation Trust Assets (other than any Junior Reorganized Parent Equity to be contributed in Step 5B, if applicable) to the OpCo Debtor Litigation Trust.~~

B. TopCo contributes all of the Cash it has on hand (approximately \$13.25 million) to Freedom VCM Interco Holdings, Inc., as a capital contribution.

C. Each of Freedom VCM Receivables, Inc. and Freedom Receivables II, LLC distributes any assets it holds to Freedom VCM Interco Holdings, Inc.

D. Freedom VCM Interco Holdings Inc. contributes any assets it holds other than Equity Interests in subsidiaries to Freedom VCM Interco, Inc. Freedom VCM Interco, Inc. contributes any assets it holds other than Equity Interests in subsidiaries and Litigation Trust Units to Freedom VCM, Inc.

E. ~~D. Immediately after Step 2B, the Freedom HoldCo~~The OpCo Debtors and Freedom VCM, Inc. transfer the ~~Freedom HoldCo Debtor~~ Litigation Trust ~~Claims~~Assets to the ~~Freedom HoldCo Debtor~~ Litigation Trust.

Step 3. On the Effective Date, Freedom VCM, Inc. contributes any assets it holds other than Equity Interests in subsidiaries and Litigation Trust Units to Franchise Group, Inc. Franchise Group, Inc. contributes any assets it holds, other than ~~(i) Equity Interests of Franchise Group New Holdco, LLC, (ii) units in the OpCo Debtor~~in subsidiaries, Litigation Trust Units, and (iii) any Cash on hand intended to fund distributions under the Plan, to Franchise Group New HoldCo, LLC, and Franchise Group New HoldCo, LLC assumes the liabilities of Franchise Group, Inc. that are continuing or being Reinstated, solely to the extent applicable and in accordance with the Plan.

Step 4. On the Effective Date, Reorganized Franchise Group Buyer enters into the Exit ABL Facility with the third-party lenders thereunder in accordance with the Plan and receives Cash from the loans made to Reorganized Franchise Group Buyer thereunder.

Step 5.

On the Effective Date, following the prior Steps 1 through 4:

- A. Reorganized Franchise Group Buyer purchases from Franchise Group, Inc., 100% of the Equity Interests of Franchise Group New HoldCo, LLC in exchange for (i) the ~~Franchise Group~~ Reorganized Parent Equity ~~Rights~~ received by Reorganized Franchise Group Buyer in Step 1E, (ii) the Cash proceeds of the Exit ABL Facility, and (iii) the issuance of the Take-Back Term Loans ((i)-(iii) collectively, the “Franchise Group Purchase Consideration”).

On the Effective Date, following the prior Step 5A:

- ~~B. Franchise Group, Inc. transfers any Junior Reorganized Parent Equity (if applicable) to the OpCo Debtor Litigation Trust.~~

~~**On the Effective Date, following the prior Step 5B:**~~

- B. ~~C.~~ Pursuant to the Plan, (i) Franchise Group, Inc. distributes the ~~Senior~~ Reorganized Parent Equity, Cash proceeds from the Exit ABL Facility, any Cash on hand, and Take-Back Term Loans, and (ii) Franchise Group Inc. and the ~~OpCo~~ Freedom HoldCo Debtors transfer the Litigation Trust Units, in each case, to the applicable Holders of Claims under the Plan in full and final satisfaction, settlement, release, and discharge of their Claims pursuant to the Plan.

- C. Pursuant to the Plan, the Holders of DIP Claims waive their right to assert any DIP Claims against the Freedom HoldCo Debtors. All Claims between and among TopCo, the Freedom HoldCo Debtors, and the OpCo Debtors are waived. All Existing TopCo Equity Interests are canceled, released, and extinguished.

- ~~D. The Holders of Existing Equity Interests of Freedom VCM Holdings, LLC (“TopCo”) receive a distribution of Cash on hand, if any, after paying all Allowed Claims against TopCo and following the allocation described in Section 3.6 of the Plan, in complete satisfaction of their Existing TopCo Equity Interests, which are then cancelled.~~

- ~~E. After accounting for the Freedom HoldCo DIP Election, the Freedom HoldCo Debtor Litigation Trust Units shall be transferred to Holders of DIP Claims (if applicable), Holders of Allowed Prepetition HoldCo Loan Claims, and Holders of Allowed Freedom HoldCo General Unsecured Claims to the extent provided in the Plan.~~

On the Effective Date, following the prior Step 5C:

- D. ~~F.~~ Pursuant to this Restructuring Transactions Memorandum ~~[and the Confirmation Order]~~, without any further action, (i) the holders of ~~Senior~~ Reorganized Parent Equity and/or Junior Reorganized Parent Equity (if applicable) immediately following Step 5C, transfer (and shall be deemed to have transferred) such ~~Senior~~ Reorganized Parent Equity and/or Junior Reorganized Parent Equity (if applicable) to Reorganized Franchise Group Topco, LLC, a newly formed Delaware limited liability company, respectively (“New TopCo”), in exchange for all of the common limited liability company interests of ~~Reorganized Franchise Group Topco, LLC~~ New TopCo (such common limited liability company interests are referred to as the “Reorganized Common Equity” in the Plan) ~~and the New Warrants (if applicable), and~~

~~shall become parties to the Reorganized Franchise Group Topco, LLC, (ii) the~~ limited liability company agreement.³ of New TopCo is deemed amended and restated in its entirety as set forth in, and replaced by, the Amended and Restated Limited Liability Company Agreement of New TopCo (the “A&R LLC Agreement”), (iii) each of the Persons that receives Reorganized Common Equity is deemed to be a party to the A&R LLC Agreement as a “Member” thereunder, and deemed to be fully bound by, and subject to, all of the covenants, terms, conditions and provisions of the A&R LLC Agreement as a “Member” party thereto, and is deemed to have signed such agreement, and (iv) the initial member of New TopCo shall be deemed to have withdrawn from, and shall cease to be a member of, New TopCo for all purposes, including for all purposes of the Delaware Limited Liability Company Act and the A&R LLC Agreement.

Step 6. Franchise Group, Inc. and any of its direct or indirect parent entities that are Debtors shall be liquidated, dissolved, or otherwise wound down as soon as reasonably practicable following the Effective Date, as determined by the Debtors.

General Authority With Respect to Intercompany Claims and Other Restructuring Transactions Steps:

At any point following the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, but will not be required to: (i) merge out of existence, liquidate, dissolve, convert into different entity forms, and/or make tax elections; (ii) set off, settle, distribute, contribute, cancel, or release without any distribution with respect to the Intercompany Claims; or (iii) transfer assets, rights, obligations, personnel, and similar items among the Debtors or Reorganized Debtors, as applicable, in each case, in furtherance of the transactions contemplated by the Plan, subject to the applicable consent rights under the Plan and the Restructuring Support Agreement.

³ ~~Note to draft: Step 5F is subject to further review.~~

Exhibit E

Rejected Contracts/Lease List¹

Section 10.1 of the Plan provides the following: Except as otherwise provided herein, any Executory Contracts and Unexpired Leases (a) not previously assumed, (b) not previously assumed and assigned in accordance with any Sale Order in connection with the Partial Sale Transaction or other order approving such assumption and assignment, (c) not previously rejected pursuant to an order of the Bankruptcy Court, and (d) identified on the Assumed Contracts List, will be assumed effective as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code and the Confirmation Order, except any Executory Contract or Unexpired Lease (i) identified on the Rejected Contracts/Lease List, (ii) that is the subject of a separate motion or notice to reject, assume, or assume and assign pending as of the Confirmation Date, (iii) that previously expired or terminated pursuant to its own terms (disregarding any terms the effect of which is invalidated by the Bankruptcy Code), (iv) of the American Freight Debtors that is not otherwise assumed or included on the Assumed Contracts List, (v) of the Vitamin Shoppe Debtors that is not otherwise assumed or included on the Assumed Contracts List, or (vi) that, as of the Effective Date, is the subject of (A) a motion to reject or a Cure Dispute that is pending or (B) an order of the Bankruptcy Court that is not yet a Final Order. For the avoidance of doubt, except as otherwise set forth herein or as included on the Assumed Contracts List, all Executory Contracts and Unexpired Leases of the American Freight Debtors and the Vitamin Shoppe Debtors shall be rejected as of the Effective Date.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute an order approving the assumptions or rejections of the Debtors' Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code effective on the occurrence of the Effective Date or, as to rejected Executory Contracts and Unexpired Leases, on such other date as may be identified on the Rejected Contracts/Lease List or other motion or notice to reject by agreement of the affected counterparty to such Executory Contract or Unexpired Lease.

Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order, and not assigned to a third party (including the Buyer in the Partial Sale Transaction) on or prior to the Effective Date, shall revest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as such terms may have been modified by agreement of the parties or, other than with respect to non-residential Unexpired Leases, by an order of the Bankruptcy Court. To the maximum extent permitted by Law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, increases, accelerates or otherwise alters any obligations, rights or liabilities of the Debtors or the Reorganized Debtors thereunder as a result of, gives rise to any rights or benefits to any non-Debtor party to any such Executory Contract or Unexpired Lease, or creates any Lien on any asset or property of the Debtors or the Reorganized Debtors as a result of, the assumption of such

¹ For the avoidance of doubt, the rejections of the Executory Contracts and Unexpired Leases listed in this **Exhibit E** shall include the rejection of any and all ancillary documents executed in connection with, or as part of, such Executory Contract or Unexpired Lease, including any ancillary document that any counterparty may assert as executory, whether or not such ancillary document is expressly listed herein.

Executory Contract or Unexpired Lease or the execution or consummation of the Plan or any other Restructuring Transaction (including any change of control, sale of business, assignment, vesting, termination, acceleration, or similar provisions therein), then such provision shall be deemed unenforceable (solely for purposes of the transactions contemplated under the Plan) and modified such that the transactions contemplated by the Plan or any other Restructuring Transaction shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease, to exercise any other default-related rights with respect thereto, to increase, accelerate or otherwise alter the obligations, rights or liabilities of the Debtors or the Reorganized Debtors thereunder, to be entitled to any rights or benefits thereunder, or create or impose a Lien on any asset or property of the Debtors or the Reorganized Debtors. For the avoidance of doubt, Confirmation of the Plan shall not be deemed an assignment of any Executory Contract or Unexpired Lease of the Debtors, notwithstanding any change in name, organizational form, or jurisdiction of organization of any Debtor in connection with the occurrence of the Effective Date.

Notwithstanding anything to the contrary contained in the Plan (other than Section 10.8 of the Plan) and in the Restructuring Support Agreement, the Debtors or Reorganized Debtors, as applicable, subject to the Definitive Document Consent Rights, reserve the right to amend or supplement the Rejected Contracts/Lease List in their discretion prior to the later of (a) Effective Date and (b) seven (7) days after the date on which the Bankruptcy Court determines that the Allowed Cure Cost with respect to any Executory Contract or Unexpired Lease is greater than the amount set forth in the Assumed Contracts List (or, in either case, such later date as may be agreed with a counterparty); provided that the Debtors shall give prompt notice of any such amendment or supplement to any affected counterparty and such counterparty shall have a reasonable opportunity to object thereto on any grounds.

Additionally, Section 10.7 of the Plan provides the following: Neither the exclusion nor inclusion of any contract or lease in the Rejected Contracts/Lease List or Assumed Contracts List, as applicable, nor anything contained in the Plan or Sale Documents, nor the Debtors' delivery of a notice of the proposed assumption and proposed Cure Cost to any contract and lease counterparties set forth in the Assumed Contracts List (which shall be Filed with the Plan Supplement), shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or Reorganized Debtors, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease. If there is a dispute regarding a Debtor's or Reorganized Debtor's liability under an assumed Executory Contract or Unexpired Lease, the Reorganized Debtors shall be authorized to move to have such dispute heard by the Bankruptcy Court pursuant to Article XIII of the Plan. If the Bankruptcy Court determines that the Allowed Cure Cost with respect to any Executory Contract or Unexpired Lease is greater than the amount set forth in the Assumed Contracts List, the Debtors shall have the right to reject such Executory Contract or Unexpired Lease, in which case such Executory Contract or Unexpired Lease will be deemed rejected as of the Effective Date subject to the applicable counterparty's right to object to such rejection.

Certain documents, or portions thereof, contained in this Exhibit E and the Plan Supplement remain subject to continuing review and discussions among the Debtors and interested

parties with respect thereto. The rights of the Debtors are expressly reserved, subject to the terms and conditions set forth in the Plan (including all applicable consultation, consent, and/or approval rights contained or contemplated therein), to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court.

Rejected Contracts / Lease List

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
1	1 Haul Takes It All	1 Haul Takes It All 500 Catawba Trail Lima, OH 45806	American Freight, LLC	Contract (Other), dated December 18, 2023		
2	123.Net, Inc.	123.Net, Inc. 24700 Northwestern Hwy, 5th Floor Southfield, MI 48075	PSP Group, LLC	123.Net Service Agreement		
3	123NET	123NET 24700 Northwestern Hwy, 5th Floor Southfield, MI 48075	PSP Group, LLC	Scope of Work for Enterprise Data Center, Network & Voice Services		
4	1584 Flatbush Avenue Partners, LLC	1584 Flatbush Avenue Partners, LLC 539 Eastern Parkway Third Floor Brooklyn, NY 11216	Vitamin Shoppe Industries LLC	Lease, dated February 14, 2015 1584 Flatbush Ave. Brooklyn, NY 11234	0810	4/30/2025
5	1st Choice Home Furnishings of Baton Rouge, LLC	1st Choice Home Furnishings of Baton Rouge, LLC 662 Howard Avenue Biloxi, MS 39530	Buddy's Franchising and Licensing, LLC Franchise Group Inc.	Settlement Agreement and Release, dated May 10, 2024		
6	1st Choice Home Furnishings of Donaldsonville, LLC	1st Choice Home Furnishings of Donaldsonville, LLC 662 Howard Avenue Biloxi, MS 39530	Buddy's Franchising and Licensing, LLC Franchise Group Inc.	Settlement Agreement and Release, dated May 10, 2024		
7	A360 Enterprises, LLC	A360 Enterprises, LLC 4600 W. 77th Street Suite 295 Edina, MN 5543	Franchise Group. Inc.	Master Subscription and Services Agreement, dated September 19, 2022		
8	A360 Enterprises, LLC	A360 Enterprises, LLC 4600 W. 77th Street Suite 295 Edina, MN 55435	Franchise Group. Inc.	Digital Accessibility Audit, Remediation Support & QA Testing Statement of Work, dated August 26, 2022		
9	ADP, Inc.	ADP, Inc. One ADP Boulevard Roseland, NJ 07068	Franchise Group. Inc.	Referral Agreement, dated October 23, 2023		
10	AEI National Income Property Fund VII LP	AEI National Income Property Fund VII LP 1300 Wells Fargo Place Saint Paul, MN 55101	Vitamin Shoppe Industries LLC	Guaranty of Lease by VSI, dated January 28, 2022 4502-4508 West Wendover Avenue Greensboro, NC 27409	203	3/31/2025
11	All Purpose Hauling and Removing LLC	All Purpose Hauling and Removing LLC 3218 Lincoln Street Lorain, OH 44052	American Freight, LLC	Contract (Other), dated March 17, 2022		
12	AllWright Franchise Consulting, Inc DBA The You Network	AllWright Franchise Consulting, Inc DBA The You Network 93 Hayden Rowe St Hopkinton, MA 01748	Pet Supplies "Plus", LLC	Addendum to AllWright Franchise Consulting, Inc DBA The You Network Referral Agreement		
13	Alpha Solutions USA LLC	Alpha Solutions USA LLC 120 East 23rd Street 5th Floor New York, NY 10010	Pet Supplies "Plus", LLC	Statement of Work #1 for Phase 2 Assistance		
14	Alpha Solutions USA LLC	Alpha Solutions USA LLC 120 East 23rd Street 5th Floor New York, NY 10010	Pet Supplies "Plus", LLC	Statement of Work #4 for Alpha Solutions USA LLC and Pet Supplies Plus		
15	Alpha Solutions USA LLC	Alpha Solutions USA LLC 120 East 23rd Street 5th Floor New York, NY 10010	Pet Supplies "Plus", LLC	Master Services Agreement		

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
16	Alpha Solutions USA LLC	Alpha Solutions USA LLC 120 East 23rd Street 5th Floor New York, NY 10010	PSP Stores, LLC	Statement of Work #3		
17	Alturas Metro Towne Center LLC	Alturas Metro Towne Center LLC 500 E. Shore Dr, Suite 120 Eagle, ID 83616	Vitamin Shoppe Industries LLC	Lease, dated September 21, 2004 3033 West Peoria Avenue Phoenix, AZ 85029	0210	4/30/2025
18	American Express Travel Related Services Company, Inc.	American Express Travel Related Services Company, Inc. 200 Vesey Street New York, NY 10285	American Freight, LLC	MSA 01, dated March 31, 2022		
19	American First Finance Inc.	American First Finance Inc. 8585 N. Stemmons Fwy, Suite N-1000 Dallas, TX 75247	American Freight Outlet Stores, LLC	Referral Agreement, dated July 15, 2022		
20	American First Finance Inc.	American First Finance Inc. PO Box 565848 Dallas, TX 75356	American Freight, LLC	Authorized Dealer Agreement, dated July 15, 2022		
21	American First Finance Inc.	American First Finance Inc. 8585 N. Stemmons Fwy, Suite N-1000 Dallas, TX 75247	American Freight, LLC	Referral Agreement, dated July 15, 2022		
22	American First Finance Inc.	American First Finance Inc. 8585 N. Stemmons Fwy, Suite N-1000 Dallas, TX 75247	Franchise Group. Inc.	Referral Agreement		
23	Angle Gully LLC	Angle Gully LLC c/o Newcastle Retail Management, LLC 150 North Michigan Ave. Chicago, IL 60601	Vitamin Shoppe Industries LLC	Lease, dated December 20, 2014 3325 N. Ashland Ave. Chicago, IL 60657	0756	4/30/2025
24	ArcVision, Inc.	ArcVision, Inc. 1950 Craig Road, #300 St. Louis, MO 63146	PSP Stores, LLC	Met Supplies Plus Architect Agreement		
25	Armory Racine Corporation	Armory Racine Corporation 1210 S. Indiana Ave, #5907 Chicago, IL 60605	American Freight, LLC	Assignment of Lease Agreement, dated November 9, 2022 2101 S. Green Bay Road, Suite 2301 Racine, WI 53406	286	4/30/2025
26	Asset Strategies Group, LLC	Asset Strategies Group, LLC 501 W Schrock Rd, Suite 201 Westerville, OH 43081	American Freight, LLC	MSA, dated October 24, 2023		
27	Asset Strategies Group, LLC	Asset Strategies Group, LLC 501 West Schrock Road, Suite 201 Westerville, OH 43081	American Freight, LLC	Lease Management Services Agreement, dated October 24, 2023		
28	Assurant Service Protection, Inc.	Assurant Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Amendment No. 3 to SOW No. 1, dated October 06, 2021		
29	Assurant Service Protection, Inc.	Assurant Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Statement of Work No. 2 to Master Services Agreement - Aftermarket Service Contract Program, dated July 23, 2021		
30	Assurant Service Protection, Inc.	Assurant Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Master Services Agreement, dated July 23, 2021		
31	Assurant Service Protection, Inc.	Assurant Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Amendment No. 2 to SOW No. 1, dated September 23, 2021		
32	Atlanticus Services Corporation	Atlanticus Services Corporation Five Concourse Parkway, Suite 300 Atlanta, GA 30328	Franchise Group. Inc.	Reconciliation Agreement, dated May 4, 2022		

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
33	Atlas Security Service, Inc.	Atlas Security Service, Inc. 1309 E. Republic Road, Suite B Springfield, MO 65804	American Freight, LLC	Standard Commercial Security Agreement, dated October 06, 2021		
34	Baker Bunch Inc.	Baker Bunch Inc. 15348 9th Ave. Phoenix, IL 60426	American Freight, LLC	Preferred Delivery Services Agreement, dated May 2, 2024		
35	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisconsin Street San Francisco, CA 94107	Buddy's Newco, LLC	Sublease Agreement 5201 Norwood Ave. Jacksonville, FL 32208 8807 Lem Turner Rd Jacksonville, FL 32208 3 1st St NW Moultrie, GA 31768	17 55 65	5/20/2025
36	BC Deliveries LLC	BC Deliveries LLC 1712 Peardale Rd Columbus, OH 43229	American Freight, LLC	Preferred Delivery Services Agreement, dated May 10, 2024		
37	BCDC Portfolio Owner LLC	BCDC Portfolio Owner LLC c/o Oak Street Capital, LLC 30 N. LaSalle St., Suite 4140 Chicago, IL 60602 Attn: Asset Management BCDC Portfolio Owner LLC c/o Oak Street Capital, LLC 30 N. LaSalle St., Suite 4140 Chicago, IL 60602 Attn: Heba Elayan Kelley Drye & Warren LLP 3 World Trade Center 175 Greenwich Street New York, NY 10007 Attn: Robert L. LeHane	Franchise Group. Inc.	Unconditional Guaranty of Payment and Performance, dated June 17, 2022		3/31/2025
38	BCHQ Owner LLC	BCHQ Owner LLC c/o Oak Street Capital, LLC 30 N. LaSalle St., Suite 4140 Chicago, IL 60602 Attn: Asset Management BCHQ Owner LLC c/o Oak Street Capital, LLC 30 N. LaSalle St., Suite 4140 Chicago, IL 60602 Attn: Heba Elayan Kelley Drye & Warren LLP 3 World Trade Center 175 Greenwich Street New York, NY 10007 Attn: Robert L. LeHane	Franchise Group. Inc.	Unconditional Guaranty of Payment and Performance, dated August 2, 2022		3/31/2025
39	Big Buddy's Moving Company LLC	Big Buddy's Moving Company LLC 7870 Axton Rd. Axton, VA 24054	American Freight, LLC	Preferred Delivery Services Agreement, dated December 29, 2023		

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40	Big Burns Moving LLC	Big Burns Moving LLC 3140 Jackson Dr Holiday, FL 34691	American Freight, LLC	Preferred Delivery Services Agreement, dated March 14, 2024		
41	Bi-Rite Holdings, LLC	Bi-Rite Holdings, LLC 662 Howard Avenue Biloxi, MS 39530	Buddy's Franchising and Licensing, LLC Franchise Group Inc.	Settlement Agreement and Release, dated May 10, 2024		
42	BMA Springhurst LLC	BMA Springhurst LLC c/o Marquee Capital 301 N Broadway, Suite 300 Milwaukee, WI 53202	Vitamin Shoppe Industries, LLC	Agreement of Lease dated, November 17, 2011 4000 Towne Center Drive Louisville, KY 40241	590	4/30/2025
43	BMH PRIME 97, LLC	BMH PRIME 97, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated August 23, 2022	645	
44	BMH-FAN 43, LLC	BMH-FAN 43, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated January 30, 2020	612	
45	BMH-FAN 44, LLC	BMH-FAN 44, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated January 30, 2020	603	
46	BMH-FAN 51, LLC	BMH-FAN 51, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated January 30, 2020	609	
47	BMH-NEW 58, LLC	BMH-NEW 58, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated August 17, 2021	620	
48	BMH-NEW 61, LLC	BMH-NEW 61, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated March 5, 2021	617	
49	BMH-NEW 62, LLC	BMH-NEW 62, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated February 21, 2022	641	
50	BMH-NEW 69, LLC	BMH-NEW 69, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated March 1, 2022	640	
51	BMH-NEW 92, LLC	BMH-NEW 92, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated November 1, 2022	648	
52	BMH-RCL 34, LLC	BMH-RCL 34, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated December 23, 2019	311	
53	BMH-RCL 36, LLC	BMH-RCL 36, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated December 23, 2019	310	
54	BMH-RCL 41, LLC	BMH-RCL 41, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated December 23, 2019	305	
55	BMH-TB 72, LLC	BMH-TB 72, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated December 10, 2020	4	
56	BMH-TB 73, LLC	BMH-TB 73, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated December 10, 2020	5	

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
57	BMH-TB 75, LLC	BMH-TB 75, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated December 10, 2020	7	
58	BMH-TB 76, LLC	BMH-TB 76, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated December 10, 2020	8	
59	BMH-TNM 31, LLC	BMH-TNM 31, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated February 20, 2017	377	
60	BMH-WF TX 67, LLC	BMH-WF TX 67, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated August 23, 2022	643	
61	Boswell Avenue I, LLC	Boswell Avenue I, LLC c/o Marx Realty & Improvement Co. Inc., 155 East 44th Street , 7th Floor New York, NY 10017	Vitamin Shoppe Industries, LLC	Lease Agreement, dated November 2, 2012 7713 Fordson Road Alexandria, VA 22306	650	4/30/2025
62	Brown's Moving & Delivery Service LLC	Brown's Moving & Delivery Service LLC 623 Steger Drive Duncanville, TX 75116	American Freight, LLC	Preferred Delivery Services Agreement, dated April 18, 2024		
63	Bryn Mawr Plaza Associates	Bryn Mawr Plaza Associates c/o Baker Properties, Inc. One Town Place, Suite 100 Bryn Mawr, PA 19010	Vitamin Shoppe Industries LLC	Lease, dated February 09, 1999 715 W. Lancaster Ave. Bryn Mawr, PA 19010	0049	4/30/2025
64	Buddy Mac Four, LLC	Buddy Mac Four, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated December 31, 2015	491	
65	Buddy Mac Holdings, LLC	Buddy Mac Holdings, LLC 400 E Centre Park Blvd., Suite 101 Desoto, TX 75115	Buddy's Newco, LLC	Sublease Agreement, dated July, 1 2021 6608 E. Adamo Drive Tampa, FL 33619 5505 N. Armenia Avenue Tampa, FL 33603 2514 9th Street West Bradenton, FL 34205 10015 N. Nebraska Avenue Tampa, FL 33612	4 5 8 13	5/20/2025
66	Buddy Mac Nine, LLC	Buddy Mac Nine, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated May 13, 2016	494	
67	Buddy Mac Nineteen, LLC	Buddy Mac Nineteen, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated June 26, 2020	615	
68	Buddy Mac One, LLC	Buddy Mac One, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated February 2, 2015	488	
69	Buddy MAC Seventeen, LLC	Buddy MAC Seventeen, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated May 16, 2019	339	
70	Buddy Mac Twelve, LLC	Buddy Mac Twelve, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated August 1, 2016	497	
71	Buddy Mac Twenty-One, LLC	Buddy Mac Twenty-One, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated October 4, 2019	432	

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72	Buddy Mac Two, LLC	Buddy Mac Two, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated August 21, 2015	489	
73	Buddy's Rollco, LLC	Buddy's Rollco, LLC 662 Howard Avenue Biloxi, MS 39530	Buddy's Franchising and Licensing, LLC Franchise Group Inc.	Settlement Agreement and Release, dated May 10, 2024		
74	Buddy's Northwest, LLC	Buddy's Northwest, LLC c/o Vintage Partners 4705 S. Apopka Vineland Road, Suite 210 Orlando, FL 32819	Buddy's Newco, LLC	Guaranty of Second Amended and Restated Master Lease Agreement by and between Store Master Funding IV, LLC and Buddy's Northwest, LLC, dated November 3, 2015		5/12/2025
75	Buxton Company, LLC	Buxton Company, LLC 2651 S. Polaris Dr. Fort Worth, TX 76137	American Freight, LLC	SOW, dated September 05, 2023		
76	Cambridge Goods, LLC	Cambridge Goods, LLC 3001 W. Big Beaver Road, Suite 324 Troy, MI 48084	American Freight, LLC	Assignment of Lease Agreement, dated September 26, 2022 37055 S. Groesbeck Highway, Unit L Clinton Township, MI 48036	283	4/30/2025
77	Care N Errands, LLC	Care N Errands, LLC 2345 Maxon Road Extension Schenectady, NY 12308	American Freight, LLC	Preferred Delivery Services Agreement, dated January 10, 2024		
78	Cates Moving LLC	Cates Moving LLC 205 Westside Dr. Tullahoma, TN 37388	American Freight, LLC	Contract (Other), dated January 02, 2024		
79	Causeway Square, LLC	Causeway Square, LLC 1801 NE 123rd St., Suite 300 North Miami, FL 33181	Vitamin Shoppe Industries LLC	Lease, dated August 10, 2010 12301 Biscayne Boulevard Miami, FL 33181	0355	4/30/2025
80	Chadds Ford Investors LP c/o Carlino Development	Chadds Ford Investors LPc/o Carlino Development, c/o Carlino Commercial Development, 100 Front Street, Suite 560 Conshohocken, PA 19428	Vitamin Shoppe Industries, LLC	Agreement of Lease, dated May 8 2015 1731 Wilmington Pike Suite D Glenn Mills, PA 19342	818	4/30/2025
81	Chalet East, Inc.	Chalet East, Inc. 22936 NE 15th Place Sammamish, WA 98074 Attn: Barbara Blumenthal	Vitamin Shoppe Industries LLC	Lease, dated April 21, 2011 17980 Redmond Way Redmond, WA 98052-4906	1025	4/30/2025
82	Chuck's Delivery Services LLC	Chuck's Delivery Services LLC 1545 W 44th Street Erie, PA 16509	American Freight, LLC	Preferred Delivery Services Agreement, dated February 27, 2024		
83	Colonel Sun LLC	Colonel Sun LLC 3718 N 36th St. Tacoma, WA 98407	Vitamin Shoppe Industries, LLC	Commercial Lease dated, Febraury 21, 2003 1300 Ellis Street Bellingham, WA 98225	1006	4/30/2025
84	Concur Technologies, Inc.	Concur Technologies, Inc. 62157 COLLECTIONS CENTER DRIVE Chicago, IL 60693	American Freight, LLC	Order Form for Cloud Services, dated September 29, 2020		
85	Connectria, LLC	Connectria, LLC 10845 Olive Blvd, Suite 300 St. Louis, MO 63141	American Freight, LLC	Connectria Statement of Work Managed AWS Services, dated March 31, 2023		
86	Corporation Service Company	Corporation Service Company 2711 Centerville Road Wilmington, DE 19808	Pet Supplies "Plus", LLC	Non-Disclosure Agreement, dated May 30, 2013		
87	Corporation Service Company	Corporation Service Company 2711 Centerville Road Wilmington, DE 19808	Pet Supplies "Plus", LLC	Proposal Acceptance, dated June 3, 2013		

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88	CVB, Inc. (Malouf)	CVB, Inc. (Malouf) 1525 West 2960 South Nibley, UT 84321	American Freight, LLC	Limited Reseller Agreement, dated February 03, 2021		
89	Cylindo LLC	Cylindo LLC 44 Tehama Street San Francisco, CA 94105	American Freight, LLC	SOW 01, dated April 01, 2023		
90	Cylindo LLC	Cylindo LLC 44 Tehama Street San Francisco, CA 94105	American Freight, LLC	MSA, dated April 01, 2023		
91	Daryl Trumpy SP	Daryl Trumpy SP 199 Peaks Point Milton, KY 40045	American Freight, LLC	Preferred Delivery Services Agreement, dated December 29, 2023		
92	Diane Galante	Diane Galante [Address on File]	WNW Franchising, LLC	Franchise Agreement, dated October 20, 2022		
93	Diane Galante	Diane Galante [Address on File]	WNW Franchising, LLC	Addendum to the Franchise Agreement, dated October 20, 2022		
94	DMCK Installation Inc.	DMCK Installation Inc. 942 N Marquette St Davenport, IA 52804	American Freight, LLC	Preferred Delivery Services Agreement, dated March 20, 2024		
95	DocuSign, Inc	DocuSign, Inc 221 Main Street, Suite1000 San Francisco, CA 94105	American Freight Outlet Stores, LLC	SOW, dated October 09, 2024		
96	DP Contour, LLC	DP Contour, LLC 511 W. French Place San Antonio, TX 78212	American Freight Franchisor, LLC	Franchise Agreement, dated September 8, 2022		
97	DP Contour, LLC	DP Contour, LLC 511 W. French Place San Antonio, TX 78212	American Freight Franchisor, LLC	Development Agreement, dated September 8, 2022		
98	Ellis Moving Company	Ellis Moving Company 3200 California Ave. Pittsburgh, PA 15212	American Freight, LLC	Preferred Delivery Services Agreement, dated March 7,2024		
99	ENA SOLUTIONS INC.	ENA SOLUTIONS INC. 622 5 Avenue S.W., Suite 200 City of Calgary, Alberta	American Freight, LLC	ENA Solution Service Contract, dated February 24, 2023		
100	enVista Interactive Solutions, LLC	enVista Interactive Solutions, LLC 11555 N. Meridian Street, Suite 300 Carmel, IN 46032	American Freight, LLC	Master Software as a Service Agreement, dated September 08, 2016		
101	Feasterville Realty Associates, LP	Feasterville Realty Associates, LP c/o Abrams Realty & Development 310 Yorktown Plaza Elkins Park, PA 19027	Vitamin Shoppe Industries, LLC	Agreement of Lease, dated May 7, 2015 192 East Street Road Feasterville, PA 19053	835	4/30/2025
102	Federal Warranty Service Corporation	Federal Warranty Service Corporation 260 Interstate North Circle, SE Atlanta, GA 30339	American Freight, LLC	Statement of Work No. 2 to Master Services Agreement - Aftermarket Service Contract Program, dated November 12, 2021		
103	Federal Warranty Service Corporation	Federal Warranty Service Corporation 260 Interstate North Circle, SE Atlanta, GA 30339	American Freight, LLC	Amendment No. 2 to the Master Services Agreement, dated October 6, 2021		
104	Federal Warranty Service Corporation	Federal Warranty Service Corporation 260 Interstate North Circle, SE Atlanta, GA 30339	American Freight, LLC	Master Services Agreement, dated July 23, 2021		
105	Federal Warranty Service Corporation	Federal Warranty Service Corporation 260 Interstate North Circle, SE Atlanta, GA 30339	American Freight, LLC	Amendment No. 2 to SOW No. 1, dated August 1, 2023		
106	Federal Warranty Service Corporation	Federal Warranty Service Corporation 260 Interstate North Circle, SE Atlanta, GA 30339	American Freight, LLC	Amendment No. 1 to the Master Services Agreement and SOW No. 1, dated September 23, 2021		

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107	Federal Warranty Service Corporation	Federal Warranty Service Corporation 260 Interstate North Circle Atlanta, GA 30339	American Freight, LLC	Master Services Agreement, dated July 23, 2021		
108	Federal Warranty Service Corporation	Federal Warranty Service Corporation 260 Interstate North Circle, SE Atlanta, GA 30339	American Freight, LLC	Amendment No. 3 to SOW No. 1, dated November 27, 2023		
109	Federal Warranty Service Corporation	Federal Warranty Service Corporation 260 Interstate North Circle, SE Atlanta, GA 30339	American Freight, LLC	Statement of Work No. 1 to Master Services Agreement Service Contract Program, dated July 23, 2021		
110	Fire Movers of Raleigh LLC	Fire Movers of Raleigh LLC 401 Point View Court Wilmington, NC 28411	American Freight, LLC	Preferred Delivery Services Agreement, dated January 29, 2024		
111	Fivetran Inc	Fivetran Inc 1221 Broadway, Suite 2400 Oakland, CA 94612	American Freight, LLC	Master Subscription Agreement, dated February 1, 2023		
112	Fivetran Inc	Fivetran Inc 1221 Broadway, Suite 2400, Oakland, CA 94612	American Freight, LLC	Statement of Work, dated January 31, 2024		
113	FM Integrated	FM Integrated 15974 Frederick Road Woodbine, MD 21797	American Freight, LLC	Master Services Agreement, dated September 28, 2023		
114	FreedomPay, Inc.	FreedomPay, Inc. 100 Matsonford Road, Building 5, Suite 100 Radnor, PA 19087	American Freight Outlet Stores, LLC	FreedomPay Secure Switching Product Agreement, dated October 05, 2016		
115	Full Faith Moving Services, LLC	Full Faith Moving Services, LLC 1537 Salt Spring Road Youngstown, OH 44509	American Freight, LLC	Preferred Delivery Services Agreement, dated March 7, 2024		
116	FullContact, Inc.	FullContact, Inc. 1580 N. Logan St., Ste. 660, PMB 45057 Denver, CO 80203	American Freight, LLC	FullContact Data Services Agreement, dated December 1, 2023		
117	GBTWORLD1	GBTWORLD1 10126 Challenger Circle Spring Valley, CA 91978	PSP Franchising, LLC	Assignment and Assumption of Mult-Unit Agreement and Franchise Agreement, dated December 21, 2021		5/14/2025
118	GBTWORLD1	GBTWORLD1 10126 Challenger Circle Spring Valley, CA 91978	PSP Franchising, LLC	Equipment Sublease Agreement, dated March 9, 2024		5/14/2025
119	Gearhearts Moving & Storage Inc.	Gearhearts Moving & Storage Inc. 812 N 7th Ave. Altoona, PA 16601	American Freight, LLC	Preferred Delivery Services Agreement, dated March 18, 2024		
120	Geostar Communications, LLC	Geostar Communications, LLC Attn: John Fartelly	American Freight, LLC	Master Service Agreement, dated December 22, 2020		
121	Gexa Energy, LP	Gexa Energy, LP 601 Travis St., Ste 1400 Houston, TX 77002	American Freight, LLC	Business Electricity Authorization, dated July 08, 2024		
122	Global Amici, Inc.	Global Amici, Inc. 8996 Miramar Rd. Suite #304 San Diego, CA 92126	PSP Group, LLC	Private Brand Products Agreement		
123	Granite Telecommunications, LLC	Granite Telecommunications, LLC 100 Newport Avenue Extension Quincy, MA 02171	American Freight, LLC	Master Services Agreement, dated September 30, 2011		
124	Halo Service Solutions Ltd	Halo Service Solutions Ltd 86 Eastburn Tower Eastburn Drive Falkirk, Scotland FK1 1TX	American Freight, LLC	Terms and Conditions of Business, dated November 18, 2021		

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125	HAMC College Center LLC	HAMC College Center LLC c/o Colliers International 3 Park Plaza, Suite 1200 Irvine, CA 92614	Vitamin Shoppe Industries LLC	Lease, dated November 15, 2007 28211 Marguerite Parkway Mission Viejo, CA 92692	0359	4/30/2025
126	Harley's Home, LLC	Harley's Home, LLC 7230 171st Street, #651 Tinley Park, IL 60477	WNW Franchising, LLC	Assignment and Assumption of Franchise Agreement, dated November 2, 2022		
127	Herlihy Moving and Storage Inc.	Herlihy Moving and Storage Inc. 747 Marietta Rd. Chillicothe, OH 45601	American Freight, LLC	Contract (Other), dated January 16, 2024		
128	HireRight, LLC	HireRight, LLC 3349 Michelson Dr, Suite 150 Irvine, CA 92612	American Freight Management Company, LLC	Amendment to Contract, dated December 28, 2022		
129	HireRight, LLC	HireRight, LLC 3349 Michelson Dr, Suite 150 Irvine, CA 92612	American Freight Management Company, LLC	MSA, dated November 22, 2016		
130	HM Hillcroft Westheimer Ltd.	HM Hillcroft Westheimer Ltd. 3810 Westheimer Houston, TX 77027	Vitamin Shoppe Industries, LLC	Sublease Agreement dated, May 30, 2003 7501 Westheimer Road Houston, TX 77063	185	4/30/2025
131	Hudson Hot Shots Moving LLC	Hudson Hot Shots Moving LLC 8619 Bolton Ave. Hudson, FL 34667	American Freight, LLC	Contract (Other), dated January 11, 2024		
132	Incentify, LLC	Incentify, LLC 125 Sierra St El Segundo, CA 90245	Franchise Group. Inc.	Service Agreement, dated April 20, 2022		
133	Insight Global, LLC	Insight Global, LLC 4170 Ashford Dunwoody Road, Suite 250 Atlanta, GA 30319	American Freight, LLC	Amendment to Contract, dated February 08, 2023		
134	Insight Global, LLC	Insight Global, LLC 4170 Ashford Dunwoody Road, Suite 250 Atlanta, GA 30319	American Freight, LLC	MSA 01, dated June 14, 2019		
135	ISG Transportation LLC	ISG Transportation LLC 194 Rock Terrace Circle Helena, AL 35080	American Freight, LLC	Preferred Delivery Services Agreement, dated March 9, 2024		
136	Jack Rabbit Transportation, LLC	Jack Rabbit Transportation, LLC 505 Frederick Ave Las Vegas, NV 89106	American Freight, LLC	Contract (Other), dated February 15, 2024		
137	Jason's Delivery SP	Jason's Delivery SP 7718 Teal Glen Dr. Mooringsport, LA 71060	American Freight, LLC	Contract (Other), dated January 10, 2024		
138	Jenkins Rental LLC	Jenkins Rental LLC 2 Steeplechase Trail Longview, TX 75605	American Freight, LLC	Assignment of Lease Agreement, dated July 10, 2021		3/31/2025
139	JJ Global Solutions Corp	JJ Global Solutions Corp 6868 Washington Ave. S Eden Prairie, MN 55344	American Freight, LLC	Contract (Other), dated January 16, 2024		
140	JN Harris Enterprises, LLC	JN Harris Enterprises, LLC 4624 Warrensville Center Road North Randall, OH 44128	American Freight, LLC	Contract (Other), dated February 26, 2024		
141	John Dandash	John Dandash [Address on File]	PSP Franchising, LLC	Multi-Unit Agreement, dated July 20, 2021		5/14/2025
142	John Dandash	John Dandash [Address on File]	PSP Franchising, LLC	Franchise Agreement, dated July 20, 2021		5/14/2025

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143	John Dandash	John Dandash [Address on File]	PSP Franchising, LLC	Addendum to the PSP Franchising, LLC Franchise Agreement, dated July 20, 2021		5/14/2025
144	Joseph Gazzo	Joseph Gazzo [Address on File]	Buddy's Franchising and Licensing, LLC Franchise Group Inc.	Settlement Agreement and Release, dated May 10, 2024		
145	K&M Moving and Logistics LLC	K&M Moving and Logistics LLC 1727 Brookhurst Way Grants Pass, OR 97527	American Freight, LLC	Preferred Delivery Services Agreement, dated March 6, 2024		
146	Kamerade Group, LLC	Kamerade Group, LLC 58 Brookfield Lenox Road Tifton, GA 31794	Buddy's Newco, LLC	Sublease Agreement 205 N Hutchinson Ave. Adel, GA 31620	386	5/20/2025
147	KAPPA Investments LLC	KAPPA Investments LLC 1099 Jefferson Drive West Forest, VA 24551	Buddy's Newco, LLC	Sublease Agreement 5205 Fort Avenue Lynchburg, VA 24502	1061	5/20/2025
148	KAWIPS Delaware Cuyahoga Falls, LLC	KAWIPS Delaware Cuyahoga Falls, LLC 1590-D Rosecrans Ave. PMB#259 Manhattan Beach, CA 90266	Vitamin Shoppe Industries, LLC	Agreement of Lease, dated December 19, 2014 1190 Main Street Cuyahoga Falls, OH 44221	788	4/30/2025
149	Knight and Day Delivery	Knight and Day Delivery 104 Pinewood Sq. Pittsburgh, PA 15235	American Freight, LLC	Preferred Delivery Services Agreement, dated July 10, 2024		
150	Korpack, Inc.	Korpack, Inc. 290 Madsen Drive Bloomingdale, IL 60108	American Freight Outlet Stores, LLC	Procurement Terms and Conditions, dated July 01, 2019		
151	Kroll Information Assurance, LLC	Kroll Information Assurance, LLC 55 East 52nd Street, 31st Floor New York, NY 10055	American Freight, LLC	MSA 01, dated August 15, 2022		
152	Lahaina Gateway Property Owner, L.P.	Lahaina Gateway Property Owner, L.P. 5743 Corsa Avenue, Suite 215 Westlake Village, CA 91362	Vitamin Shoppe Industries LLC	Lease, dated October 14, 2008 305 Keawe Street Lahaina, HI 96761	0397	4/30/2025
153	Lustig Realty Corp	Lustig Realty Corp 312 Washington Street, Suite # 2, Hoboken, NJ 070730	Vitamin Shoppe Industries LLC	Lease, dated March 7, 2023 312 Washington Street Hoboken, NJ 7030	0894	4/30/2025
154	M&M Trucking 7	M&M Trucking 7 820 Hawkins Blvd, Ste O El Paso, TX 79915	American Freight, LLC	Contract (Other), dated December 26, 2023		
155	M&S Investment Group, LLC	M&S Investment Group, LLC 4985 West Colonial Drive Orlando, FL 32808	Buddy's Newco, LLC	Assignment of Lease, dated October 27, 2014 4995 West Colonial Drive Orlando, FL 32808	3	5/12/2025
156	Mason Dixon Movers, LLC	Mason Dixon Movers, LLC 4790 Tom Cat Rd. Gadsden, AL 35903	American Freight, LLC	Preferred Delivery Services Agreement, dated January 1, 2024		
157	McGriff Insurance Services, Inc.	McGriff Insurance Services, Inc. 4309 Emperor Blvd, Ste 300 Durham, NC 27703-8046	Franchise Group. Inc.	First Amendment to Services Agreement, dated June 1, 2021		
158	MDJ Logistica LLC	MDJ Logistica LLC 300 Crabapple Lane Beaver Falls, PA 15010	American Freight, LLC	Preferred Delivery Services Agreement, dated February 29, 2024		
159	MEDIA WORKS, LTD.	MEDIA WORKS, LTD. 1425 Clarkview Road, Suite 500 Baltimore, MD 21209	American Freight, LLC	Master Services Agreement, dated June 09, 2023		

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
160	MicroStrategy Services Corporation	MicroStrategy Services Corporation 1850 Towers Crescent Plaza Tysons Corner, VA 22182	American Freight, LLC	SOW, dated June 10, 2024		
161	Mightee Movers LLC	Mightee Movers LLC 102 Arlington Heights Dr. Lynchburg, VA 24501	American Freight, LLC	Preferred Delivery Services Agreement, dated March 20, 2024		
162	Mike Albert, LLC	Mike Albert, LLC 90 Lighthouse Point Road Longboat Key, FL 34228	PSP Stores, LLC	Master Purchase Agreement, dated February 21, 2019		
163	Mike Albert, LLC	Mike Albert, LLC 90 Lighthouse Point Road Longboat Key, FL 34228	PSP Stores, LLC	Internal Statement of Work Specified Services, dated July 12, 2023		
164	Mike Albert, LLC	Mike Albert, LLC 90 Lighthouse Point Road Longboat Key, FL 34228	PSP Stores, LLC	Internal Statement of Work Specified Services, dated July 29, 2024		
165	Milliman, Inc.	Milliman, Inc. 150 Clove Rd, 10th Fl Little Falls, NJ 07424	Franchise Group. Inc.	Services Agreement, dated June 9, 2021		
166	MMS Group, LLC	MMS Group, LLC 662 Howard Avenue Biloxi, MS 39530	Buddy's Franchising and Licensing, LLC Franchise Group Inc.	Settlement Agreement and Release, dated May 10, 2024		
167	Mood Media	Mood Media 2100 S. H.35 Ste. 200 Austin, TX 18104	PSP Stores, LLC	Mood Media Multi Territory Account Service Agreement, dated December 20, 2018		
168	Moovin & Groovin LLC	Moovin & Groovin LLC 2105 Neptune Court Bartlesville, OK 74006	American Freight, LLC	Preferred Delivery Services Agreement, dated March 9, 2024		
169	Needham Chestnut Realty, LLC	Needham Chestnut Realty, LLC 1234 Boylston St. Chestnut Hill, MA 02467	Vitamin Shoppe Industries, LLC	Agreement of Lease, dated March 26, 2014 170 Needham Street Newton, MA 02464	754	4/30/2025
170	NISC UBP, LLC	NISC UBP, LLC 3131 Technology Drive NW Mandan, ND 58554	American Freight, LLC	Professional Services Agreement, Utility Bills, dated November 9, 2020		
171	NISC UBP, LLC dba Capturis	NISC UBP, LLC dba Capturis 3131 Technology Drive NW Mandan, ND 58554	American Freight, LLC	Confidential Amendment to Professional Services Agreement, dated January 31, 2018		
172	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 1750 N Tamiami Trail Ft. Myers, FL		3/31/2025
173	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 6100 S. Florida Ave. Lakeland, FL		3/31/2025
174	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 6521 N. Main St. Jacksonville, FL		3/31/2025
175	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 136 Hancock Bridge Parkway Cape Coral, FL		3/31/2025

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
176	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 1555 E. Hwy 50 Clermont, FL		3/31/2025
177	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 3608 Fowler St. Ft. Myers, FL		3/31/2025
178	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 6625 US Hwy 98 Lakeland, FL		3/31/2025
179	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 1409 N. Florida Ave. Lakeland, FL		3/31/2025
180	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 2200 MLK Street S. St. Petersburg, FL		3/31/2025
181	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 3213 Apalachee Parkway Tallahassee, FL		3/31/2025
182	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 5435 N 56th St. Tampa, FL		3/31/2025
183	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 12152 W. Colonial Dr. Winter Garden, FL		3/31/2025
184	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 1138 S. Harris St. Sandersville, GA		3/31/2025
185	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 435 S. Main St. Swainsboro, GA		3/31/2025
186	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 100 Atlanta Ave. Lynchburg, VA		3/31/2025
187	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 2623 N. Columbia St. Milledgeville, GA		3/31/2025
188	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 2665 David Blvd. Naples, FL		3/31/2025
189	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 3318 Mercer University Drive Macon, GA		3/31/2025

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
190	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 1707 Cherokee Ave. SW Cullman, AL		3/31/2025
191	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 1885 Cortex Blvd. Brooksville, FL		3/31/2025
192	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 301 Lowes Dr. Danville, VA		3/31/2025
193	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 204 S. Main St. Havana, FL		3/31/2025
194	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 14009 7th Street Dade City, FL		3/31/2025
195	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 1039 Tamiami Trail Port Charlotte, FL		3/31/2025
196	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 421 W. Belt Ave. Bushnell, FL		3/31/2025
197	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 1510 College Ave. E Ruskin, FL		3/31/2025
198	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 1405 Iris Dr. Conyers, GA		3/31/2025
199	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 6377 Oak St. Eastman, GA		3/31/2025
200	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 6621 Memorial Hwy. Tampa, FL		3/31/2025
201	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 1701 Roanoke Rd. Lagrange, GA		3/31/2025
202	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 160 Hampton St. McDonough, GA		3/31/2025
203	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 321 S. Columbia Ave. Rincon, GA		3/31/2025

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
204	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 1473 N. Wesleyan Blvd. Rocky Mount, NC		3/31/2025
205	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 9909 State Road 52 Hudson, FL		3/31/2025
206	Oak Forest Group, LTD	Oak Forest Group, LTD P.O. Box 3449 Longview, TX 75606	American Freight, LLC	Franchise Lease Agreement, dated 03/30/2021, as amended		3/31/2025
207	ODP Business Solutions, LLC	ODP Business Solutions, LLC 6600 North Military Trail Boca Raton, FL 33496	American Freight, LLC	ODP Business Solutions Supply Agreement, dated June 30, 2022		
208	On Demand Technologies, Inc dba OneRail	On Demand Technologies, Inc dba OneRail 8427 Sothpark Circle SE, Ste 200 Orlando, FL 32819	American Freight, LLC	PO or Purchase Agreement, dated June 18, 2024		
209	On Demand Technologies, Inc. (d/b/a OneRail)	On Demand Technologies, Inc. (d/b/a OneRail) 8427 Southpark Circle SW, Suite 200	American Freight, LLC	OneRail / American Freight, LLC Master Services Agreement, dated June 18, 2024		
210	OneTrust	OneTrust 1200 Abernathy Rd NE, Bldg 600 Atlanta, GA 30328	American Freight, LLC	SOW 01, dated March 06, 2023		
211	Onix Networking Corp	Onix Networking Corp 485 Lexington Avenue New York, NY 10017	American Freight, LLC	Amendment to Onix Networking Customer Agreement, dated May 16, 2024		
212	Onix Networking Corp	Onix Networking Corp 1991 Crocker Road Westlake, OH 44145	American Freight, LLC	Onix Enterprise Customer Agreement Google Cloud Services, dated May 16, 2024		
213	OnPoint Warranty Solutions LLC	OnPoint Warranty Solutions LLC 1400 Main St., Suite 132 Clarksville, IN 47129	American Freight, LLC	Master Services Agreement, dated November 17, 2023		
214	OSOT Transportation LLC	OSOT Transportation LLC 3929 Baumberger Rd Stow, OH 44224	American Freight, LLC	Contract (Other), dated July 12, 2024		
215	Paychex, Inc.	Paychex, Inc. 911 Panorama Trail South Rochester, NY 14625	Franchise Group. Inc.	Paychex Strategic Account Partnership Agreement, dated October 14, 2022		
216	Pendleton Expediting, Inc.	Pendleton Expediting, Inc. 13201 E Orell Rd. Louisville, KY 40272	American Freight, LLC	Contract (Other), dated January 31, 2024		
217	Rabih Awad	Rabih Awad [Address on File]	American Freight, LLC	Assignment and Assumption of Subtenant's Interest and Obligations in Sublease, dated December 21, 2021 5722 Ritchie Highway Brooklyn Park, MD 21225	276	4/30/2025
218	Races Working Men, RTR Inc.	Races Working Men, RTR Inc. 1619 Archer City Hwy 79 Wichita Falls, TX 76302	American Freight, LLC	Contract (Other), dated January 16, 2024		
219	Rancho Dos Hermanos, LLC	Rancho Dos Hermanos, LLC 2655 First Street, Suite 245, Simi Valley, CA 93065	Vitamin Shoppe Industries, LLC	Agreement of Lease dated, July 23, 2014 2931 Conchran Street Simi Valley, CA 83065	803	4/30/2025

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
220	Retail Logistics Excellence - RELEX Oy	Retail Logistics Excellence - RELEX Oy Postintaival 7 00230 Helsinki, Finland	American Freight, LLC	RELEX Master Service Agreement, dated June 07, 2019		
221	RetailNext, Inc	RetailNext, Inc 60 S Market, Suite 310 San Jose, CA 95113	American Freight, LLC	SOW, dated May 15, 2023		
222	RetailNext, Inc.	RetailNext, Inc. 60 S. Market St. San Jose, CA 95113	American Freight, LLC	Master Services Agreement, dated May 15, 2023		
223	Ring Central, Inc.	Ring Central, Inc. 20 Davis Drive Belmont, CA 94002	American Freight, LLC	Master Services Agreement, dated June 20, 2018		
224	Riskified Inc.	Riskified Inc. 220 5th Ave., 2nd Floor New York, NY 10001	American Freight Outlet Stores, LLC	Software as a Service Agreement, dated March 28, 2019		
225	Riverdale Square, LLC	Riverdale Square, LLC 61 West Palisade Avenue Englewood, NJ 07631	Vitamin Shoppe Industries, LLC	Lease, dated November 24, 2020 92 Route 23 North Riverdale, NJ 07457	893	4/30/2025
226	Roe Lawn Care, SP	Roe Lawn Care, SP 117 E 11th Street Elmira Heights, NY 14093	American Freight, LLC	Contract (Other), dated January 03, 2024		
227	Rosebud VS Boca One, LLC	Rosebud VS Boca One, LLC c/o Investments Limited, 215 North Federal Highway, Suite 1 Boca Raton, FL 33432	Vitamin Shoppe Industries LLC	Lease, dated August 18, 2013 880 N. Federal Hwy Boca Raton, FL 33432	0618	4/30/2025
228	Shops at Rayford Crossing LLC	Shops at Rayford Crossing LLC c/o Willmann Companies 9601 Katy Freeway, Suite 480 Houston, TX 77024 Attn: Karl D. Willman	PSP Stores, LLC	Lease, dated June 6, 2012 2927 Riley Fuzzel, Suite 400 Spring, TX 77386	4646	4/30/2025
229	SignUp Software, Inc.	SignUp Software, Inc. 3500 South DuPont Highway, Suite DN 101 Dover, DE 19901	PSP Group, LLC	Subscription Agreement ExFlow, dated April 1, 2024		
230	SignUp Software, Inc.	SignUp Software, Inc. 3500 South DuPont Highway, Suite DN 101 Dover, DE 19901	PSP Group, LLC	Subscription Agreement ExFlow Data Capture, dated April 1, 2024		
231	SITS, LLC	SITS, LLC 35 Olympic Dr South Barrington, IL 60010	American Freight, LLC	Agreement and Statement of Work for Security Assessment Services, dated March 6, 2023		
232	SK Global Software, LLC	SK Global Software, LLC 940 Gemini Street Houston, TX 77058	PSP Group, LLC	Software License and Support Agreement, dated April 5, 2024		
233	Small Movers LLC	Small Movers LLC 6178 Howdershell Road Hazelwood, MO 63042	American Freight, LLC	Preferred Delivery Services Agreement, dated March 8, 2024		
234	Solstice Sleep Products, Inc.	Solstice Sleep Products, Inc. 3720 W Broad Street Columbus, OH 43228	American Freight, LLC	Amendment to the Supply Agreement, dated July 1, 2022		
235	Southpark Retail LLC	Southpark Retail LLC c/o Carnegie Companies 6190 Cochran Rd, Suite A Solon, OH 44139	Vitamin Shoppe Industries, LLC	Agreement of Lease, dated December 3, 2015 17893 Southpark Center Strongsville, OH 044136	854	4/30/2025

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
236	Spark Communications Group, LLC	Spark Communications Group, LLC P.O. Box 49745 Athens, GA 30604	Franchise Group, Inc.	See.Spark.Go Services Agreement, dated February 1, 2021		
237	Spark Data Solutions Inc	Spark Data Solutions Inc 26077 Nelson Way, Suite 1102 Katy, TX 77494	American Freight, LLC	MSA, dated June 20, 2023		
238	Spark Data Solutions Inc	Spark Data Solutions Inc 26077 Nelson Way, Suite 1102 Katy, TX 77494	American Freight, LLC	MSA, dated June 20, 2023		
239	SPS Commerce	SPS Commerce 333 South Seventh Street, Suite 1000 Minneapolis, MN 55402	American Freight, LLC	SOW, dated January 16, 2024		
240	SPS Commerce	SPS Commerce 333 South Seventh Street, Suite 1000 Minneapolis, MN 55402	American Freight, LLC	SOW, dated January 16, 2024		
241	Starting A New LLC	Starting A New LLC 3157 O'Neal Lane Baton Rouge, LA 70816	American Freight, LLC	Preferred Delivery Services Agreement dated January 19, 2024		

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
242	Store Master Funding IV, LLC	Store Master Funding IV, LLC 8501 E Princess Drive, Suite 190 Scottsdale, AZ 85255	Buddy's Newco, LLC	Master Lease Agreement, dated September 24, 2013 6608 E. Adamo Drive Tampa, FL 33619 10015 N Nebraska Ave. Tampa, FL 33612 5505 N Armenia Ave. Tampa, FL 33603 2514 9th St. West Bradenton, FL 34205 5201 Norwood Ave, Jacksonville, FL 32208 8807 Lem Turner Rd Jacksonville, FL 32208 3 1st St NW Moultrie, GA 31768 5205 Fort Avenue Lynchburg, VA 24502 205 N Hutchinson Ave. Adel, GA 31620 408 East Baker Street Plant City, FL 33563 12709 U.S. HWY 301 Dade City, FL 33525 1569 West HWY 90 Lake City, FL 32055 1097 W Main Street Immokalee, FL 34142	4 5 8 13 17 55 65 1061 386 16 18 19 35	5/20/2025
243	Store Master Funding IV, LLC	Store Master Funding IV, LLC 8501 E. Princess Drive, Suite 190 Scottsdale, AZ 85255 Kutak Rock LLP 1801 California Street, Suite 3000 Denver, CO 80202 Attn: Whitney A. Kopicky, Esq.	Buddy's Newco, LLC	Guaranty of Second Amended and Restated Master Lease Agreement by and between Store Master Funding IV, LLC and Buddy's Northwest, LLC, dated November 3, 2015		5/12/2025
244	Sugarland Plaza, Inc.	Sugarland Plaza, Inc. 802 NW 1st Street South Bay, FL 33493	Buddy's Newco, LLC	Lease, dated November 29, 2007 884 W. Sugarland Hwy Clewiston, FL 33440	30	5/12/2025

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
245	Sun Life Assurance Company of Canada	Sun Life Assurance Company of Canada MetroNorth Retail Center, c/o JLL 3344 Peachtree Road, Suite 1200 Atlanta, GA 30326	Vitamin Shoppe Industries LLC	Lease, dated September 28, 2013 103 Commerce Way Woburn, MA 1801	0688	4/30/2025
246	T Voorhees GPL NJ, LLC, T Voorhees BER NJ, LLC, and T Voorhees AMC NJ, LLC	T Voorhees GPL NJ, LLC, T Voorhees BER NJ, LLC, and T Voorhees AMC NJ, LLC 16600 Dallas Parkway, Suite 300 Dallas, TX 75248	Vitamin Shoppe Industries LLC	Lease, dated August 21, 2015 148 State Route 73 Voorhees, NJ 8043	0724	4/30/2025
247	TALX Corporation	TALX Corporation 11432 Lackland Road St. Louis, MO 63146	American Freight Management Company, LLC	MSA, dated April 01, 2022		
248	The Hertz Corporation	The Hertz Corporation 8501 Williams Road, Estero, FL 33928	Franchise Group. Inc.	Corporate Account Agreement & Exhibits Agreement, dated November 15, 2023		
249	The Home Moving Solutions LLC	The Home Moving Solutions LLC 1209 N Slappey Blvd., Suite B Albany, GA 31701	American Freight, LLC	Preferred Delivery Services Agreement dated January 4, 2024		
250	The Shoppes at North Brunswick, L.L.C.	The Shoppes at North Brunswick, L.L.C. c/o The Azarian Group, L.L.C 6 Prospect Street, Suite 2 Midland Park, NJ 07432	Vitamin Shoppe Industries, LLC	Shopping Center Lease, dated December 23, 2019 650 Shoppes Boulevard North Brunswick Township, NJ 08902	886	4/30/2025
251	The Shubert Organization, Inc.	The Shubert Organization, Inc. 234 West 44th Street New York, NY 10036	Vitamin Shoppe Industries, LLC	Agreement of Lease, dated August 19, 2014 435-A Winthrop Avenue Lawrence, MA 01843	763	4/30/2025
252	The Transport Boss LLC	The Transport Boss LLC 9855 E Coronado Dr Baton Rouge, LA 70815	American Freight, LLC	Contract (Other), dated February 26, 2024		
253	The Ultimate Software Group, Inc.	The Ultimate Software Group, Inc. 2000 Ultimate Way Weston, FL 33326	American Freight Outlet Stores, LLC	Master Terms and Conditions for Procurement of Software Rights and Services, dated February 11, 2016		
254	Thomson Reuters Inc.	Thomson Reuters Inc. P.O. Box 115008 Carrollton, TX 75011-5008	PSP Group, LLC	Multi Year Order Form, dated May 18,2023		
255	Tmakit Moving Company, LLC	Tmakit Moving Company, LLC 5860 Russell Topton Rd. Toomsaba, MS 39364	American Freight, LLC	Contract (Other), dated January 02, 2024		
256	Tri-County Movers SP	Tri-County Movers SP PO Box 7716452 Ocala, FL 34477	American Freight, LLC	Contract (Other), dated February 29, 2024		
257	UKG Inc	UKG Inc 2000 Ultimate Way Weston, FL 33326 Attn: General Counsel	American Freight, LLC	Amendment to the Agreement, dated December 31, 2015		
258	United Parcel Service, Inc.	United Parcel Service, Inc. 700 W 16th Street Indianapolis, IN 46202	American Freight, LLC	Amendment to Contract, dated April 25, 2023		
259	United Service Protection, Inc.	United Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Amendment No. 3 to SOW No. 1, dated November 27, 2023		
260	United Service Protection, Inc.	United Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Statement of Work No. 2 to Master Services Agreement - Aftermarket Service Contract Program		
261	United Service Protection, Inc.	United Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Amendment No. 2 to the Master Services Agreement, dated October 6, 2021		

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
262	United Service Protection, Inc.	United Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Statement of Work No. 1 to Master Services Agreement Service Contract Program, dated July 23, 2021		
263	United Service Protection, Inc.	United Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Master Services Agreement, dated July 23, 2021		
264	United Service Protection, Inc.	United Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Amendment No. 2 to SOW No. 1, dated August 1, 2023		
265	United Service Protection, Inc.	United Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Amendment No. 1 to the Master Services Agreement and SOW No. 1, dated September 23, 2021		
266	United Service Protection, Inc.	United Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Master Services Agreement, dated July 23, 2021		
267	Vantage One Tax Solutions, Inc.	Vantage One Tax Solutions, Inc. 6310 LBJ Freeway Dallas, TX 75240	American Freight Outlet Stores, LLC	Consulting Agreement for Property Tax Services, dated April 10, 2023		
268	Vantage One Tax Solutions, Inc.	Vantage One Tax Solutions, Inc. 6310 LBJ Freeway, Ste. 208 Dallas, TX 75240	American Freight, LLC	Consulting Agreement for Property Tax Services, dated April 10, 2023		
269	Varis, LLC	Varis, LLC 6600 N. Military Tr. Boca Raton, FL 33496	American Freight, LLC	Master Services Agreement, dated May 20, 2022		
270	Ventura Petit LLC and La Cienga Shopping Center Development LLC	Ventura Petit LLC and La Cienga Shopping Center Development LLC 2121 Avenue of the Stars, Ste. 1100 Los Angeles, CA 90067	Vitamin Shoppe Industries LLC	Lease, dated January 02, 2012 16624 Ventura Blvd. Encino, CA 91436	0578	4/30/2025
271	VF9 Matt2, LLC	VF9 Matt2, LLC 2330 Ponce de Leon Blvd Coral Gables, FL 33134	Vitamin Shoppe Industries LLC	Lease, dated January 20, 2010 4803 Lincoln Highway Matteson, IL 60443	472	4/30/2025
272	VRC Companies, LLC dba Vital Records Control f.k.a. Fireproof Records Center	VRC Companies, LLC dba Vital Records Control 5384 Poplar Avenue, Suite 500 Memphis, TN 38119	American Freight, LLC	Storage & Service Agreement, dated August 3, 2016		
273	Westgate Marketplace Developers, LLC	Westgate Marketplace Developers, LLC 7725 W. Reno Ave., Suite 398 Oklahoma City, OK 73127	Vitamin Shoppe Industries, LLC	Agreement of Lease, dated December 31, 2014 6501 Southwest 3rd Street Oklahoma City, OK 73128	823	4/30/2025
274	White Glove Delivery & Moving LLC	White Glove Delivery & Moving LLC 57477 Goodman Dr. Colcord, OK 74338	American Freight, LLC	Preferred Delivery Services Agreement, dated January 2, 2024		
275	Worry Free Moving Inc.	Worry Free Moving Inc. 1421 Turnberry Dr Youngstown, OH 44512	American Freight, LLC	Preferred Delivery Services Agreement, dated March 21, 2024		
276	Wrike Inc.	Wrike Inc. 9171 Towne Center Drive, Suite 200 San Diego, CA 92122,	American Freight, LLC	PO or Purchase Agreement, dated February 07, 2024		
277	WSG Arundel One LLC	WSG Arundel One LLC 75 Hook Road Bayonne, NJ 07002	Vitamin Shoppe Industries LLC	Lease, dated November 11, 2003 7069 Arundel Mills Boulevard Hanover, MD 21076	0143	4/30/2025
278	Xpress Delivery 2U	Xpress Delivery 2U 2406 Pine Street Texarkana, TX 75503	American Freight, LLC	Preferred Delivery Services Agreement, dated April 1, 2024		

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
279	YTC Movers LLC	YTC Movers LLC 760 Star Ridge Street Massillon, OH 44646	American Freight, LLC	Preferred Delivery Services Agreement, dated April 15, 2024		
280	ZipRecruiter Inc.	ZipRecruiter Inc. 604 Arizona Avenue Santa Monica, CA 90401	Franchise Group, Inc.	Services Agreement, dated September 20, 2023		

Exhibit E-1

**Redline to Previously Filed
Rejected Contracts/Lease List**

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
1	1 Haul Takes It All	1 Haul Takes It All 500 Catawba Trail Lima, OH 45806	American Freight, LLC	Contract (Other), dated December 18, 2023		03/31/2025
2	123.Net, Inc.	123.Net, Inc. 24700 Northwestern Hwy, 5th Floor Southfield, MI 48075	PSP Group, LLC	123.Net Service Agreement		
3	123NET	123NET 24700 Northwestern Hwy, 5th Floor Southfield, MI 48075	PSP Group, LLC	Scope of Work for Enterprise Data Center, Network & Voice Services		
24	1584 Flatbush Avenue Partners, LLC	1584 Flatbush Avenue Partners, LLC 539 Eastern Parkway Third Floor Brooklyn, NY 11216	Vitamin Shoppe Industries LLC	Lease, dated February 14, 2015 1584 Flatbush Ave. Brooklyn, NY 11234	0810	4/30/2025
35	1st Choice Home Furnishings of Baton Rouge, LLC	1st Choice Home Furnishings of Baton Rouge, LLC 662 Howard Avenue Biloxi, MS 39530	Buddy's Franchising and Licensing, LLC Franchise Group Inc.	Settlement Agreement and Release, dated May 10, 2024		04/30/2025
46	1st Choice Home Furnishings of Donaldsonville, LLC	1st Choice Home Furnishings of Donaldsonville, LLC 662 Howard Avenue	Buddy's Franchising and Licensing, LLC Franchise Group Inc.	Settlement Agreement and Release, dated May 10, 2024		04/30/2025
57	A360 Enterprises, LLC	A360 Enterprises, LLC 4600 W. 77th Street Suite 295 Edina, MN 5543	Franchise Group, Inc.	Master Subscription and Services Agreement, dated September 19, 2022		03/31/2025
68	A360 Enterprises, LLC	A360 Enterprises, LLC 4600 W. 77th Street Suite 295 Edina, MN 55435	Franchise Group, Inc.	Digital Accessibility Audit, Remediation Support & QA Testing Statement of Work, dated August 26, 2022		03/31/2025
9	ADP, Inc.	ADP, Inc. One ADP Boulevard Roseland, NJ 07068	Franchise Group, Inc.	Referral Agreement, dated October 23, 2023		
710	AEI National Income Property Fund VII LP	AEI National Income Property Fund VII LP 1300 Wells Fargo Place Saint Paul, MN 55101	Vitamin Shoppe Industries LLC	Guaranty of Lease by VSI, dated January 28, 2022 4502-4508 West Wendover Avenue Greensboro, NC 27409	203	3/31/2025
811	All Purpose Hauling and Removing LLC	All Purpose Hauling and Removing LLC 3218 Lincoln Street Lorain, OH 44052	American Freight, LLC	Contract (Other), dated March 17, 2022		03/31/2025
12	AllWright Franchise Consulting, Inc DBA The You Network	AllWright Franchise Consulting, Inc DBA The You Network 93 Hayden Rowe St	Pet Supplies "Plus", LLC	Addendum to AllWright Franchise Consulting, Inc DBA The You Network Referral Agreement		
13	Alpha Solutions USA LLC	Alpha Solutions USA LLC 120 East 23rd Street 5th Floor	Pet Supplies "Plus", LLC	Statement of Work #1 for Phase 2 Assistance		
14	Alpha Solutions USA LLC	Alpha Solutions USA LLC 120 East 23rd Street 5th Floor	Pet Supplies "Plus", LLC	Statement of Work #4 for Alpha Solutions USA LLC and Pet Supplies Plus		
15	Alpha Solutions USA LLC	Alpha Solutions USA LLC 120 East 23rd Street 5th Floor	Pet Supplies "Plus", LLC	Master Services Agreement		
16	Alpha Solutions USA LLC	Alpha Solutions USA LLC 120 East 23rd Street 5th Floor	PSP Stores, LLC	Statement of Work #3		

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
9 17	Alturas Metro Towne Center LLC	Alturas Metro Towne Center LLC 500 E. Shore Dr, Suite 120 Eagle, ID 83616	Vitamin Shoppe Industries LLC	Lease, dated September 21, 2004 3033 West Peoria Avenue Phoenix, AZ 85029	0210	4/30/2025
10 18	American Express Travel Related Services Company, Inc.	American Express Travel Related Services Company, Inc. 200 Vesey Street New York, NY 10285	American Freight, LLC	MSA 01, dated March 31, 2022		03/31/2025
11 19	American First Finance Inc.	American First Finance Inc. 8585 N. Stemmons Fwy, Suite N-1000 Dallas, TX 75247	American Freight Outlet Stores, LLC	Referral Agreement, dated July 15, 2022		03/31/2025
12 20	American First Finance Inc.	American First Finance Inc. PO Box 565848 Dallas, TX 75356	American Freight, LLC	Authorized Dealer Agreement, dated July 15, 2022		03/31/2025
13 21	American First Finance Inc.	American First Finance Inc. 8585 N. Stemmons Fwy, Suite N-1000 Dallas, TX 75247	American Freight, LLC	Referral Agreement, dated July 15, 2022		03/31/2025
22	American First Finance Inc.	American First Finance Inc. 8585 N. Stemmons Fwy, Suite N-1000 Dallas, TX 75247	Franchise Group, Inc.	Referral Agreement		
14 23	Angle Gully LLC	Angle Gully LLC c/o Newcastle Retail Management, LLC 150 North Michigan Ave. Chicago, IL 60601	Vitamin Shoppe Industries LLC	Lease, dated December 20, 2014 3325 N. Ashland Ave. Chicago, IL 60657	0756	4/30/2025
24	ArcVision, Inc.	ArcVision, Inc. 1950 Craig Road, #300 St. Louis, MO 63146	PSP Stores, LLC	Met Supplies Plus Architect Agreement		
25	Armory Racine Corporation	Armory Racine Corporation 1210 S. Indiana Ave. #5907 Chicago, IL 60605	American Freight, LLC	Assignment of Lease Agreement, dated November 9, 2022 2101 S. Green Bay Road, Suite 2301 Racine, WI 53406	286	4/30/2025
15 26	Asset Strategies Group, LLC	Asset Strategies Group, LLC 501 W Schrock Rd, Suite 201 Westerville, OH 43081	American Freight, LLC	MSA, dated October 24, 2023		03/31/2025
16 27	Asset Strategies Group, LLC	Asset Strategies Group, LLC 501 West Schrock Road, Suite 201 Westerville, OH 43081	American Freight, LLC	Lease Management Services Agreement, dated October 24, 2023		03/31/2025
17 28	Assurant Service Protection, Inc.	Assurant Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Amendment No. 3 to SOW No. 1, dated October 06, 2021		03/31/2025

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
18 29	Assurant Service Protection, Inc.	Assurant Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Statement of Work No. 2 to Master Services Agreement - Aftermarket Service Contract Program, dated July 23, 2021		03/31/2025
19 30	Assurant Service Protection, Inc.	Assurant Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Master Services Agreement, dated July 23, 2021		03/31/2025
26 31	Assurant Service Protection, Inc.	Assurant Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Amendment No. 2 to SOW No. 1, dated September 23, 2021		03/31/2025
24 32	Atlanticus Services Corporation	Atlanticus Services Corporation Five Concourse Parkway, Suite 300 Atlanta, GA 30328	Franchise Group, Inc.	Reconciliation Agreement, dated May 4, 2022		03/31/2025
22 33	Atlas Security Service, Inc.	Atlas Security Service, Inc. 1309 E. Republic Road, Suite B Springfield, MO 65804	American Freight, LLC	Standard Commercial Security Agreement, dated October 06, 2021		03/31/2025
23 34	Baker Bunch Inc.	Baker Bunch Inc. 15348 9th Ave. Phoenix, IL 60426	American Freight, LLC	Preferred Delivery Services Agreement, dated May 2, 2024		03/31/2025
24 35	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisconsin Street San Francisco, CA 94107	Buddy's Newco, LLC	Sublease Agreement 5201 Norwood Ave. Jacksonville, FL 32208 8807 Lem Turner Rd Jacksonville, FL 32208 3 1st St NW Moultrie, GA 31768	17 55 65	05/ 12 20/2025
25 36	BC De l iveries LLC	BC De l iveries LLC 1712 Peardale Rd Columbus, OH 43229	American Freight, LLC	Preferred Delivery Services Agreement, dated May 10, 2024		03/31/2025

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2637	BCDC Portfolio Owner LLC	BCDC Portfolio Owner LLC c/o Oak Street Capital, LLC 30 N. LaSalle St., Suite 4140 Chicago, IL 60602 Attn: Asset Management BCDC Portfolio Owner LLC c/o Oak Street Capital, LLC 30 N. LaSalle St., Suite 4140 Chicago, IL 60602 Attn: Heba Elayan Kelley Drye & Warren LLP 3 World Trade Center 175 Greenwich Street New York, NY 10007 Attn: Robert L. LeHane	Franchise Group. Inc.	Unconditional Guaranty of Payment and Performance, dated June 17, 2022		3/31/2025
2738	BCHQ Owner LLC	BCHQ Owner LLC c/o Oak Street Capital, LLC 30 N. LaSalle St., Suite 4140	Franchise Group. Inc.	Unconditional Guaranty of Payment and Performance, dated August 2, 2022		3/31/2025
2839	Big Buddy's Moving Company LLC	Big Buddy's Moving Company LLC 7870 Axton Rd. Axton, VA 24054	American Freight, LLC	Preferred Delivery Services Agreement, dated December 29, 2023		03/31/2025
2940	Big Burns Moving LLC	Big Burns Moving LLC 3140 Jackson Dr Holiday, FL 34691	American Freight, LLC	Preferred Delivery Services Agreement, dated March 14, 2024		03/31/2025
3041	Bi-Rite Holdings, LLC	Bi-Rite Holdings, LLC 662 Howard Avenue Biloxi, MS 39530	Buddy's Franchising and Licensing, LLC Franchise Group Inc.	Settlement Agreement and Release, dated May 10, 2024		04/30/2025
42	BMA Springhurst LLC	BMA Springhurst LLC c/o Marquee Capital 301 N Broadway, Suite 300	Vitamin Shoppe Industries, LLC	Agreement of Lease dated, November 17, 2011 4000 Towne Center Drive	590	4/30/2025
43	BMH PRIME 97, LLC	BMH PRIME 97, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated August 23, 2022	645	
44	BMH-FAN 43, LLC	BMH-FAN 43, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated January 30, 2020	612	
45	BMH-FAN 44, LLC	BMH-FAN 44, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated January 30, 2020	603	
46	BMH-FAN 51, LLC	BMH-FAN 51, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated January 30, 2020	609	
47	BMH-NEW 58, LLC	BMH-NEW 58, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated August 17, 2021	620	

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
48	BMH-NEW 61, LLC	BMH-NEW 61, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated March 5, 2021	617	
49	BMH-NEW 62, LLC	BMH-NEW 62, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated February 21, 2022	641	
50	BMH-NEW 69, LLC	BMH-NEW 69, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated March 1, 2022	640	
51	BMH-NEW 92, LLC	BMH-NEW 92, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated November 1, 2022	648	
52	BMH-RCL 34, LLC	BMH-RCL 34, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated December 23, 2019	311	
53	BMH-RCL 36, LLC	BMH-RCL 36, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated December 23, 2019	310	
54	BMH-RCL 41, LLC	BMH-RCL 41, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated December 23, 2019	305	
55	BMH-TB 72, LLC	BMH-TB 72, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated December 10, 2020	4	
56	BMH-TB 73, LLC	BMH-TB 73, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated December 10, 2020	5	
57	BMH-TB 75, LLC	BMH-TB 75, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated December 10, 2020	7	
58	BMH-TB 76, LLC	BMH-TB 76, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated December 10, 2020	8	
59	BMH-TNM 31, LLC	BMH-TNM 31, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated February 20, 2017	377	
60	BMH-WF TX 67, LLC	BMH-WF TX 67, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated August 23, 2022	643	
61	Boswell Avenue I, LLC	Boswell Avenue I, LLC c/o Marx Realty & Improvement Co., Inc., 155 East 44th Street, 7th Floor New York, NY 10017	Vitamin Shoppe Industries, LLC	Lease Agreement, dated November 2, 2012 7713 Fordson Road Alexandria, VA 22306	650	4/30/2025
3162	Brown's Moving & Delivery Service LLC	Brown's Moving & Delivery Service LLC 623 Steger Drive Duncanville, TX 75116	American Freight, LLC	Preferred Delivery Services Agreement, dated April 18, 2024		03/31/2025

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32 63	Bryn Mawr Plaza Associates	Bryn Mawr Plaza Associates c/o Baker Properties, Inc. One Town Place, Suite 100 Bryn Mawr, PA 19010	Vitamin Shoppe Industries LLC	Lease, dated February 09, 1999 715 W. Lancaster Ave. Bryn Mawr, PA 19010	0049	4/30/2025
64	Buddy Mac Four, LLC	Buddy Mac Four, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated December 31, 2015	491	
33 65	Buddy Mac Holdings, LLC	Buddy Mac Holdings, LLC 400 E Centre Park Blvd., Suite 101 Desoto, TX 75115	Buddy's Newco, LLC	Sublease Agreement, dated July, 1 2021 6608 E. Adamo Drive Tampa, FL 33619 5505 N. Armenia Avenue Tampa, FL 33603 2514 9th Street West Bradenton, FL 34205 10015 N. Nebraska Avenue Tampa, FL 33612	4 5 8 13	05/ 12 20/2025
66	Buddy Mac Nine, LLC	Buddy Mac Nine, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated May 13, 2016	494	
67	Buddy Mac Nineteen, LLC	Buddy Mac Nineteen, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated June 26, 2020	615	
68	Buddy Mac One, LLC	Buddy Mac One, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated February 2, 2015	488	
69	Buddy MAC Seventeen, LLC	Buddy MAC Seventeen, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated May 16, 2019	339	
70	Buddy Mac Twelve, LLC	Buddy Mac Twelve, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated August 1, 2016	497	
71	Buddy Mac Twenty-One, LLC	Buddy Mac Twenty-One, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated October 4, 2019	432	

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72	Buddy Mac Two, LLC	Buddy Mac Two, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated August 21, 2015	489	
3473	Buddy's Rollco, LLC	Buddy's Rollco, LLC 662 Howard Avenue	Buddy's Franchising and Licensing, LLC Franchise Group Inc.	Settlement Agreement and Release, dated May 10, 2024		04/30/2025
3574	Buddy's Northwest, LLC	Buddy's Northwest, LLC c/o Vintage Partners 4705 S. Apopka Vineland Road, Suite 210 Orlando, FL 32819 Davis Gillet Mottern & Sims LLC 1230 Peachtree Street N.E., Suite 2445 Atlanta, GA 30309 Attn: Jerry Sims	Buddy's Newco, LLC	Guaranty of Second Amended and Restated Master Lease Agreement by and between Store Master Funding IV, LLC and Buddy's Northwest, LLC, dated November 3, 2015		5/12/2025
3675	Buxton Company, LLC	Buxton Company, LLC 2651 S. Polaris Dr. Fort Worth, TX 76137	American Freight, LLC	SOW, dated September 05, 2023		04/30/2025
76	Cambridge Goods, LLC	Cambridge Goods, LLC 3001 W. Big Beaver Road, Suite 324 Troy, MI 48084	American Freight, LLC	Assignment of Lease Agreement, dated September 26, 2022 37055 S. Groesbeck Highway, Unit L	283	4/30/2025
3777	Care N Errands, LLC	Care N Errands, LLC 2345 Maxon Road Extension Schenectady, NY 12308	American Freight, LLC	Preferred Delivery Services Agreement, dated January 10, 2024		03/31/2025
3878	Cates Moving LLC	Cates Moving LLC 205 Westside Dr. Tullahoma, TN 37388	American Freight, LLC	Contract (Other), dated January 02, 2024		03/31/2025
3979	Causeway Square, LLC	Causeway Square, LLC 1801 NE 123rd St., Suite 300 North Miami, FL 33181	Vitamin Shoppe Industries LLC	Lease, dated August 10, 2010 12301 Biscayne Boulevard Miami, FL 33181	0355	4/30/2025
80	Chadds Ford Investors LP c/o Carlino Development	Chadds Ford Investors LP c/o Carlino Development c/o Carlino Commercial Development 100 Front Street, Suite 560 Conshohocken, PA 19428	Vitamin Shoppe Industries, LLC	Agreement of Lease, dated May 8 2015 1731 Wilmington Pike Suite D Glenn Mills, PA 19342	818	4/30/2025
4081	Chalet East, Inc.	Chalet East, Inc. 22936 NE 15th Place Sammamish, WA 98074 Attn: Barbara Blumenthal	Vitamin Shoppe Industries LLC	Lease, dated April 21, 2011 17980 Redmond Way Redmond, WA 98052-4906	1025	4/30/2025
4182	Chuck's Delivery Services LLC	Chuck's Delivery Services LLC 1545 W 44th Street Erie, PA 16509	American Freight, LLC	Preferred Delivery Services Agreement, dated February 27, 2024		03/31/2025

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83	Colonel Sun LLC	Colonel Sun LLC 3718 N 36th St. Tacoma, WA 98407	Vitamin Shoppe Industries, LLC	Commercial Lease dated, Febraury 21, 2003 1300 Ellis Street Bellingham, WA 98225	1006	4/30/2025
4284	Concur Technologies, Inc.	Concur Technologies, Inc. 62157 COLLECTIONS CENTER DRIVE Chicago, IL 60693	American Freight, LLC	Order Form for Cloud Services, dated September 29, 2020		04/30/2025
4385	Connectria, LLC	Connectria, LLC 10845 Olive Blvd, Suite 300 St. Louis, MO 63141	American Freight, LLC	Connectria Statement of Work Managed AWS Services, dated March 31, 2023		04/30/2025
86	Corporation Service Company	Corporation Service Company 2711 Centerville Road Wilmington, DE 19808	Pet Supplies "Plus", LLC	Non-Disclosure Agreement, dated May 30, 2013		
87	Corporation Service Company	Corporation Service Company 2711 Centerville Road Wilmington, DE 19808	Pet Supplies "Plus", LLC	Proposal Acceptance, dated June 3, 2013		
4488	CVB, Inc. (Malouf)	CVB, Inc. (Malouf) 1525 West 2960 South Nibley, UT 84321	American Freight, LLC	Limited Reseller Agreement, dated February 03, 2021		03/31/2025
4589	Cylindo LLC	Cylindo LLC 44 Tehama Street San Francisco, CA 94105	American Freight, LLC	SOW 01, dated April 01, 2023		04/30/2025
4690	Cylindo LLC	Cylindo LLC 44 Tehama Street San Francisco, CA 94105	American Freight, LLC	MSA, dated April 01, 2023		04/30/2025
4791	Daryl Trumpy SP	Daryl Trumpy SP 199 Peaks Point Milton, KY 40045	American Freight, LLC	Preferred Delivery Services Agreement, dated December 29, 2023		03/31/2025
92	Diane Galante	Diane Galante [Address on File]	WNW Franchising, LLC	Franchise Agreement, dated October 20, 2022		
93	Diane Galante	Diane Galante [Address on File]	WNW Franchising, LLC	Addendum to the Franchise Agreement, dated October 20, 2022		
4894	DMCK Installation Inc.	DMCK Installation Inc. 942 N Marquette St Davenport, IA 52804	American Freight, LLC	Preferred Delivery Services Agreement, dated March 20, 2024		03/31/2025
4995	DocuSign, Inc	DocuSign, Inc 221 Main Street, Suite1000 San Francisco, CA 94105	American Freight Outlet Stores, LLC	SOW, dated October 09, 2024		04/30/2025

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5996	DP Contour, LLC	DP Contour, LLC 511 W. French Place San Antonio, TX 78212	American Freight Franchisor, LLC	Franchise Agreement, dated September 8, 2022		03/31/2025
5197	DP Contour, LLC	DP Contour, LLC 511 W. French Place San Antonio, TX 78212	American Freight Franchisor, LLC	Development Agreement, dated September 8, 2022		03/31/2025
5298	Ellis Moving Company	Ellis Moving Company 3200 California Ave. Pittsburgh, PA 15212	American Freight, LLC	Preferred Delivery Services Agreement, dated March 7, 2024		03/31/2025
5399	ENA SOLUTIONS INC.	ENA SOLUTIONS INC. 622 5 Avenue S.W., Suite 200 City of Calgary, Alberta	American Freight, LLC	ENA Solution Service Contract, dated February 24, 2023		04/30/2025
54100	enVista Interactive Solutions, LLC	enVista Interactive Solutions, LLC 11555 N. Meridian Street, Suite 300 Carmel, IN 46032	American Freight, LLC	Master Software as a Service Agreement, dated September 08, 2016		04/30/2025
101	Feasterville Realty Associates, LP	Feasterville Realty Associates, LP c/o Abrams Realty & Development 310 Yorktown Plaza Elkins Park, PA 19027	Vitamin Shoppe Industries, LLC	Agreement of Lease, dated May 7, 2015 192 East Street Road Feasterville, PA 19053	835	4/30/2025
55102	Federal Warranty Service Corporation	Federal Warranty Service Corporation 260 Interstate North Circle, SE Atlanta, GA 30339	American Freight, LLC	Statement of Work No. 2 to Master Services Agreement - Aftermarket Service Contract Program, dated November 12, 2021		03/31/2025
56103	Federal Warranty Service Corporation	Federal Warranty Service Corporation 260 Interstate North Circle, SE Atlanta, GA 30339	American Freight, LLC	Amendment No. 2 to the Master Services Agreement, dated October 6, 2021		03/31/2025
57104	Federal Warranty Service Corporation	Federal Warranty Service Corporation 260 Interstate North Circle, SE Atlanta, GA 30339	American Freight, LLC	Master Services Agreement, dated July 23, 2021		03/31/2025
58105	Federal Warranty Service Corporation	Federal Warranty Service Corporation 260 Interstate North Circle, SE Atlanta, GA 30339	American Freight, LLC	Amendment No. 2 to SOW No. 1, dated August 1, 2023		03/31/2025
59106	Federal Warranty Service Corporation	Federal Warranty Service Corporation 260 Interstate North Circle, SE Atlanta, GA 30339	American Freight, LLC	Amendment No. 1 to the Master Services Agreement and SOW No. 1, dated September 23, 2021		03/31/2025
66107	Federal Warranty Service Corporation	Federal Warranty Service Corporation 260 Interstate North Circle Atlanta, GA 30339	American Freight, LLC	Master Services Agreement, dated July 23, 2021		03/31/2025

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
61 108	Federal Warranty Service Corporation	Federal Warranty Service Corporation 260 Interstate North Circle, SE Atlanta, GA 30339	American Freight, LLC	Amendment No. 3 to SOW No. 1, dated November 27, 2023		03/31/2025
62 109	Federal Warranty Service Corporation	Federal Warranty Service Corporation 260 Interstate North Circle, SE Atlanta, GA 30339	American Freight, LLC	Statement of Work No. 1 to Master Services Agreement Service Contract Program, dated July 23, 2021		03/31/2025
63 110	Fire Movers of Raleigh LLC	Fire Movers of Raleigh LLC 401 Point View Court Wilmington, NC 28411	American Freight, LLC	Preferred Delivery Services Agreement, dated January 29, 2024		03/31/2025
111	Fivetran Inc	Fivetran Inc 1221 Broadway, Suite 2400 Oakland, CA 94612	American Freight, LLC	Master Subscription Agreement, dated February 1, 2023		
112	Fivetran Inc	Fivetran Inc 1221 Broadway, Suite 2400, Oakland, CA 94612	American Freight, LLC	Statement of Work, dated January 31, 2024		
64 113	FM Integrated	FM Integrated 15974 Frederick Road Woodbine, MD 21797	American Freight, LLC	Master Services Agreement, dated September 28, 2023		03/31/2025
65 114	FreedomPay, Inc.	FreedomPay, Inc. 100 Matsonford Road, Building 5, Suite 100 Radnor, PA 19087	American Freight Outlet Stores, LLC	FreedomPay Secure Switching Product Agreement, dated October 05, 2016		04/30/2025
66 115	Full Faith Moving Services, LLC	Full Faith Moving Services, LLC 1537 Salt Spring Road Youngstown, OH 44509	American Freight, LLC	Preferred Delivery Services Agreement, dated March 7, 2024		03/31/2025
67 116	FullContact, Inc.	FullContact, Inc. 1580 N. Logan St., Ste. 660, PMB 45057 Denver, CO 80203	American Freight, LLC	FullContact Data Services Agreement, dated December 1, 2023		03/31/2025
117	GBTWORLD1	GBTWORLD1 10126 Challenger Circle Spring Valley, CA 91978	PSP Franchising, LLC	Assignment and Assumption of Multi-Unit Agreement and Franchise Agreement, dated December 21, 2021		5/14/2025
118	GBTWORLD1	GBTWORLD1 10126 Challenger Circle Spring Valley, CA 91978	PSP Franchising, LLC	Equipment Sublease Agreement, dated March 9, 2024		5/14/2025

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68 119	Gearhearts Moving & Storage Inc.	Gearhearts Moving & Storage Inc. 812 N 7th Ave. Altoona, PA 16601	American Freight, LLC	Preferred Delivery Services Agreement, dated March 18, 2024		03/31/2025
120	Geostar Communications, LLC	Geostar Communications, LLC Attn: John Fartelly	American Freight, LLC	Master Service Agreement, dated December 22, 2020		
69 121	Gexa Energy, LP	Gexa Energy, LP 601 Travis St., Ste 1400 Houston, TX 77002	American Freight, LLC	Business Electricity Authorization, dated July 08, 2024		03/31/2025
122	Global Amici, Inc.	Global Amici, Inc. 8996 Miramar Rd. Suite #304 San Diego, CA 92126	PSP Group, LLC	Private Brand Products Agreement		
70 123	Granite Telecommunications, LLC	Granite Telecommunications, LLC 100 Newport Avenue Extension Quincy, MA 02171	American Freight, LLC	Master Services Agreement, dated September 30, 2011		04/30/2025
124	Halo Service Solutions Ltd	Halo Service Solutions Ltd 86 Eastburn Tower Eastburn Drive Falkirk, Scotland FK1 1TX	American Freight, LLC	Terms and Conditions of Business, dated November 18, 2021		
71 125	HAMC College Center LLC	HAMC College Center LLC c/o Colliers International 3 Park Plaza, Suite 1200 Irvine, CA 92614	Vitamin Shoppe Industries LLC	Lease, dated November 15, 2007 28211 Marguerite Parkway Mission Viejo, CA 92692	0359	4/30/2025
126	Harley's Home, LLC	Harley's Home, LLC 7230 171st Street, #651 Tinley Park, IL 60477	WNW Franchising, LLC	Assignment and Assumption of Franchise Agreement, dated November 2, 2022		
72 127	Herlihy Moving and Storage Inc.	Herlihy Moving and Storage Inc. 747 Marietta Rd. Chillicothe, OH 45601	American Freight, LLC	Contract (Other), dated January 16, 2024		03/31/2025
73 128	HireRight, LLC	HireRight, LLC 3349 Michelson Dr, Suite 150 Irvine, CA 92612	American Freight Management Company, LLC	Amendment to Contract, dated December 28, 2022		03/31/2025
74 129	HireRight, LLC	HireRight, LLC 3349 Michelson Dr, Suite 150 Irvine, CA 92612	American Freight Management Company, LLC	MSA, dated November 22, 2016		03/31/2025
130	HM Hillcroft Westheimer Ltd.	HM Hillcroft Westheimer Ltd. 3810 Westheimer Houston, TX 77027	Vitamin Shoppe Industries, LLC	Sublease Agreement, dated, May 30, 2003 7501 Westheimer Road Houston, TX 77063	185	4/30/2025

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
75131	Hudson Hot Shots Moving LLC	Hudson Hot Shots Moving LLC 8619 Bolton Ave. Hudson, FL 34667	American Freight, LLC	Contract (Other), dated January 11, 2024		03/31/2025
132	Incentify, LLC	Incentify, LLC 125 Sierra St El Segundo, CA 90245	Franchise Group, Inc.	Service Agreement, dated April 20, 2022		
76133	Insight Global, LLC	Insight Global, LLC 4170 Ashford Dunwoody Road, Suite 250 Atlanta, GA 30319	American Freight, LLC	Amendment to Contract, dated February 08, 2023		04/30/2025
77134	Insight Global, LLC	Insight Global, LLC 4170 Ashford Dunwoody Road, Suite 250 Atlanta, GA 30319	American Freight, LLC	MSA 01, dated June 14, 2019		04/30/2025
78135	ISG Transportation LLC	ISG Transportation LLC 194 Rock Terrace Circle Helena, AL 35080	American Freight, LLC	Preferred Delivery Services Agreement, dated March 9, 2024		03/31/2025
79136	Jack Rabbit Transportation, LLC	Jack Rabbit Transportation, LLC 505 Frederick Ave Las Vegas, NV 89106	American Freight, LLC	Contract (Other), dated February 15, 2024		03/31/2025
80137	Jason's Delivery SP	Jason's Delivery SP 7718 Teal Glen Dr. Mooringsport, LA 71060	American Freight, LLC	Contract (Other), dated January 10, 2024		03/31/2025
81138	Jenkins Rental LLC	Jenkins Rental LLC 2 Steeplechase Trail Longview, TX 75605	American Freight, LLC	Assignment of Lease Agreement, dated July 10, 2021		3/31/2025
82139	JJ Global Solutions Corp	JJ Global Solutions Corp 6868 Washington Ave. S Eden Prairie, MN 55344	American Freight, LLC	Contract (Other), dated January 16, 2024		03/31/2025
83140	JN Harris Enterprises, LLC	JN Harris Enterprises, LLC 4624 Warrensville Center Road North Randall, OH 44128	American Freight, LLC	Contract (Other), dated February 26, 2024		03/31/2025
141	John Dandash	John Dandash [Address on File]	PSP Franchising, LLC	Multi-Unit Agreement, dated July 20, 2021		5/14/2025
142	John Dandash	John Dandash [Address on File]	PSP Franchising, LLC	Franchise Agreement, dated July 20, 2021		5/14/2025
143	John Dandash	John Dandash [Address on File]	PSP Franchising, LLC	Addendum to the PSP Franchising, LLC Franchise Agreement, dated July 20, 2021		5/14/2025

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
85145	K&M Moving and Logistics LLC	K&M Moving and Logistics LLC 1727 Brookhurst Way Grants Pass, OR 97527	American Freight, LLC	Preferred Delivery Services Agreement, dated March 6, 2024		03/31/2025
86146	Kamerade Group, LLC	Kamerade Group, LLC 58 Brookfield Lenox Road Tifton, GA 31794	Buddy's Newco, LLC	Sublease Agreement 205 N Hutchinson Ave. Adel, GA 31620	386	05/ 12/20 /2025
87147	KAPPA Investments LLC	KAPPA Investments LLC 1099 Jefferson Drive West Forest, VA 24551	Buddy's Newco, LLC	Sublease Agreement 5205 Fort Avenue Lynchburg, VA 24502	1061	05/ 12/20 /2025
88148	Kin Properties KAWIPS Delaware Cuyahoga Falls, Inc. LLC	Kin Properties KAWIPS Delaware Cuyahoga Falls, Inc. LLC 1590-D Rosecrans Ave. 185 NW Spanish River Blvd., PMB#259 Manhattan Beach, Suite 100 Boca Raton, FL 33431, CA 90266	Buddy's Newco Vitamin Shoppe Industries, LLC	Assignment of Lease, dated October 27, 2014 4995 W. Colonial Drive Orlando 1190 Main Street Cuyahoga Falls, FL 32808 OH 44221	3788	05/04/12 30/2025
89149	Knight and Day Delivery	Knight and Day Delivery 104 Pinewood Sq. Pittsburgh, PA 15235	American Freight, LLC	Preferred Delivery Services Agreement, dated July 10, 2024		03/31/2025
90150	Korpack, Inc.	Korpack, Inc. 290 Madsen Drive Bloomington, IL 60108	American Freight Outlet Stores, LLC	Procurement Terms and Conditions, dated July 01, 2019		03/31/2025
91151	Kroll Information Assurance, LLC	Kroll Information Assurance, LLC 55 East 52nd Street, 31st Floor New York, NY 10055	American Freight, LLC	MSA 01, dated August 15, 2022		03/31/2025
92152	Lahaina Gateway Property Owner, L.P.	Lahaina Gateway Property Owner, L.P. 5743 Corsa Avenue, Suite 215 Westlake Village, CA 91362	Vitamin Shoppe Industries LLC	Lease, dated October 14, 2008 305 Keawe Street Lahaina, HI 96761	0397	4/30/2025
93153	Lustig Realty Corp	Lustig Realty Corp 312 Washington Street, Suite # 2, Hoboken, NJ 070730	Vitamin Shoppe Industries LLC	Lease, dated March 7, 2023 312 Washington Street Hoboken, NJ 7030	0894	4/30/2025
94154	M&M Trucking 7	M&M Trucking 7 820 Hawkins Blvd, Ste O El Paso, TX 79915	American Freight, LLC	Contract (Other), dated December 26, 2023		03/31/2025

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
155	M&S Investment Group, LLC	M&S Investment Group, LLC 4985 West Colonial Drive Orlando, FL 32808	Buddy's Newco, LLC	Assignment of Lease, dated October 27, 2014 4995 West Colonial Drive Orlando, FL 32808	3	5/12/2025
95156	Mason Dixon Movers, LLC	Mason Dixon Movers, LLC 4790 Tom Cat Rd. Gadsden, AL 35903	American Freight, LLC	Preferred Delivery Services Agreement, dated January 1, 2024		03/31/2025
96157	McGriff Insurance Services, Inc.	McGriff Insurance Services, Inc. 4309 Emperor Blvd, Ste 300 Durham, NC 27703-8046	Franchise Group, Inc.	First Amendment to Services Agreement, dated June 1, 2021		03/31/2025
97158	MDJ Logistica LLC	MDJ Logistica LLC 300 Crabapple Lane Beaver Falls, PA 15010	American Freight, LLC	Preferred Delivery Services Agreement, dated February 29, 2024		03/31/2025
98159	MEDIA WORKS, LTD.	MEDIA WORKS, LTD. 1425 Clarkview Road, Suite 500 Baltimore, MD 21209	American Freight, LLC	Master Services Agreement, dated June 09, 2023		03/31/2025
99160	MicroStrategy Services Corporation	MicroStrategy Services Corporation 1850 Towers Crescent Plaza Tysons Corner, VA 22182	American Freight, LLC	SOW, dated June 10, 2024		04/30/2025
100161	Mightee Movers LLC	Mightee Movers LLC 102 Arlington Heights Dr. Lynchburg, VA 24501	American Freight, LLC	Preferred Delivery Services Agreement, dated March 20, 2024		03/31/2025
101162	Mike Albert, LLC	Mike Albert, LLC 90 Lighthouse Point Road Longboat Key, FL 34228	PSP Stores, LLC	Master Purchase Agreement, dated February 21, 2019		03/31/2025
102163	Mike Albert, LLC	Mike Albert, LLC 90 Lighthouse Point Road Longboat Key, FL 34228	PSP Stores, LLC	Internal Statement of Work Specified Services, dated July 12, 2023		03/31/2025
103164	Mike Albert, LLC	Mike Albert, LLC 90 Lighthouse Point Road Longboat Key, FL 34228	PSP Stores, LLC	Internal Statement of Work Specified Services, dated July 29, 2024		03/31/2025
104165	Milliman, Inc.	Milliman, Inc. 150 Clove Rd, 10th Fl Little Falls, NJ 07424	Franchise Group, Inc.	Services Agreement, dated June 9, 2021		03/31/2025
105166	MMS Group, LLC	MMS Group, LLC 662 Howard Avenue Biloxi, MS 39530	Buddy's Franchising and Licensing, LLC Franchise Group Inc.	Settlement Agreement and Release, dated May 10, 2024		04/30/2025

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
167	Mood Media	Mood Media 2100 S. H. 35 Ste. 200 Austin, TX 78104	PSP Stores, LLC	Mood Media Multi Territory Account Service Agreement, dated December 20, 2018		
166 168	Moovin & Groovin LLC	Moovin & Groovin LLC 2105 Neptune Court Bartlesville, OK 74006	American Freight, LLC	Preferred Delivery Services Agreement, dated March 9, 2024		03/31/2025
169	Needham Chestnut Realty, LLC	Needham Chestnut Realty, LLC 1234 Boylston St. Chestnut Hill, MA 02467	Vitamin Shoppe Industries, LLC	Agreement of Lease, dated March 26, 2014 170 Needham Street Newton, MA 02464	754	4/30/2025
167 170	NISC UBP, LLC	NISC UBP, LLC 3131 Technology Drive NW Mandan, ND 58554	American Freight, LLC	Professional Services Agreement, Utility Bills, dated November 9, 2020		04/30/2025
168 171	NISC UBP, LLC dba Capturis	NISC UBP, LLC dba Capturis 3131 Technology Drive NW Mandan, ND 58554	American Freight, LLC	Confidential Amendment to Professional Services Agreement, dated January 31, 2018		04/30/2025
169 172	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group, Inc.	Lease Guarantee, dated March 31, 2022 1750 N Tamiami Trail Ft. Myers, FL		3/31/2025
170 173	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group, Inc.	Lease Guarantee, dated March 31, 2022 6100 S. Florida Ave. Lakeland, FL		3/31/2025
171 174	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group, Inc.	Lease Guarantee, dated March 31, 2022 6521 N. Main St. Jacksonville, FL		3/31/2025
172 175	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group, Inc.	Lease Guarantee, dated March 31, 2022 136 Hancock Bridge Parkway Cape Coral, FL		3/31/2025
173 176	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group, Inc.	Lease Guarantee, dated March 31, 2022 1555 E. Hwy 50 Clermont, FL		3/31/2025

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114 177	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 3608 Fowler St. Ft. Myers, FL		3/31/2025
115 178	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 6625 US Hwy 98 Lakeland, FL		3/31/2025
116 179	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 1409 N. Florida Ave. Lakeland, FL		3/31/2025
117 180	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 2200 MLK Street S. St. Petersburg, FL		3/31/2025
118 181	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 3213 Apalachee Parkway Tallahassee, FL		3/31/2025
119 182	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 5435 N 56th St. Tampa, FL		3/31/2025
120 183	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 12152 W. Colonial Dr. Winter Garden, FL		3/31/2025
121 184	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 1138 S. Harris St. Sandersville, GA		3/31/2025
122 185	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 435 S. Main St. Swainsboro, GA		3/31/2025
123 186	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 100 Atlanta Ave. Lynchburg, VA		3/31/2025
124 187	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 2623 N. Columbia St. Milledgeville, GA		3/31/2025

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125 188	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 2665 David Blvd. Naples, FL		3/31/2025
126 189	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 3318 Mercer University Drive Macon, GA		3/31/2025
127 190	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 1707 Cherokee Ave. SW Cullman, AL		3/31/2025
128 191	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 1885 Cortex Blvd. Brooksville, FL		3/31/2025
129 192	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 301 Lowes Dr. Danville, VA		3/31/2025
130 193	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 204 S. Main St. Havana, FL		3/31/2025
131 194	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 14009 7th Street Dade City, FL		3/31/2025
132 195	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 1039 Tamiami Trail Port Charlotte, FL		3/31/2025
133 196	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 421 W. Belt Ave. Bushnell, FL		3/31/2025
134 197	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group. Inc.	Lease Guarantee, dated March 31, 2022 1510 College Ave. E Ruskin, FL		3/31/2025

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
135 198	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group, Inc.	Lease Guarantee, dated March 31, 2022 1405 Iris Dr. Conyers, GA		3/31/2025
136 199	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group, Inc.	Lease Guarantee, dated March 31, 2022 6377 Oak St. Eastman, GA		3/31/2025
137 200	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group, Inc.	Lease Guarantee, dated March 31, 2022 6621 Memorial Hwy. Tampa, FL		3/31/2025
138 201	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group, Inc.	Lease Guarantee, dated March 31, 2022 1701 Roanoke Rd. Lagrange, GA		3/31/2025
139 202	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group, Inc.	Lease Guarantee, dated March 31, 2022 160 Hampton St. McDonough, GA		3/31/2025
140 203	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group, Inc.	Lease Guarantee, dated March 31, 2022 321 S. Columbia Ave. Rincon, GA		3/31/2025
141 204	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group, Inc.	Lease Guarantee, dated March 31, 2022 1473 N. Wesleyan Blvd. Rocky Mount, NC		3/31/2025
142 205	NNN REIT, LP f/k/a National Retail Properties, LP	NNN REIT, LP 450 S. Orange Avenue Orlando, FL 32801 Attn: David G. Byrnes, Jr.	Franchise Group, Inc.	Lease Guarantee, dated March 31, 2022 9909 State Road 52 Hudson, FL		3/31/2025
143 206	Oak Forest Group, LTD	Oak Forest Group, LTD P.O. Box 3449 Longview, TX 75606	American Freight, LLC	Franchise Lease Agreement, dated 03/30/2021, as amended		3/31/2025
144 207	ODP Business Solutions, LLC	ODP Business Solutions, LLC 6600 North Military Trail Boca Raton, FL 33496	American Freight, LLC	ODP Business Solutions Supply Agreement, dated June 30, 2022		03/31/2025

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
145 208	On Demand Technologies, Inc dba OneRail	On Demand Technologies, Inc dba OneRail 8427 Sothpark Circle SE, Ste 200 Orlando, FL 32819	American Freight, LLC	PO or Purchase Agreement, dated June 18, 2024		03/31/2025
146 209	On Demand Technologies, Inc. (d/b/a OneRail)	On Demand Technologies, Inc. (d/b/a OneRail) 8427 Southpark Circle SW, Suite 200 Orlando, FL 32819	American Freight, LLC	OneRail / American Freight, LLC Master Services Agreement, dated June 18, 2024		03/31/2025
147 210	OneTrust	OneTrust 1200 Abernathy Rd NE, Bldg 600 Atlanta, GA 30328	American Freight, LLC	SOW 01, dated March 06, 2023		04/30/2025
148 211	Onix Networking Corp	Onix Networking Corp 485 Lexington Avenue New York, NY 10017	American Freight, LLC	Amendment to Onix Networking Customer Agreement, dated May 16, 2024		04/30/2025
149 212	Onix Networking Corp	Onix Networking Corp 1991 Crocker Road Westlake, OH 44145	American Freight, LLC	Onix Enterprise Customer Agreement Google Cloud Services, dated May 16, 2024		04/30/2025
150 213	OnPoint Warranty Solutions LLC	OnPoint Warranty Solutions LLC 1400 Main St., Suite 132 Clarksville, IN 47129	American Freight, LLC	Master Services Agreement, dated November 17, 2023		03/31/2025
151 214	OSOT Transportation LLC	OSOT Transportation LLC 3929 Baumberger Rd Stow, OH 44224	American Freight, LLC	Contract (Other), dated July 12, 2024		03/31/2025
215	Paychex, Inc.	Paychex, Inc. 911 Panorama Trail South Rochester, NY 14625	Franchise Group, Inc.	Paychex Strategic Account Partnership Agreement, dated October 14, 2022		
152 216	Pendleton Expediting, Inc.	Pendleton Expediting, Inc. 13201 E Orell Rd. Louisville, KY 40272	American Freight, LLC	Contract (Other), dated January 31, 2024		03/31/2025
217	Rabih Awad	Rabih Awad [Address on File]	American Freight, LLC	Assignment and Assumption of Subtenant's Interest and Obligations in Sublease, dated December 21, 2021 5722 Ritchie Highway Brooklyn Park, MD 21225	276	4/30/2025

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
153 218	Races Working Men, RTR Inc.	Races Working Men, RTR Inc. 1619 Archer City Hwy 79 Wichita Falls, TX 76302	American Freight, LLC	Contract (Other), dated January 16, 2024		03/31/2025
154 219	Regency Centers Corporation Regency Centers Corporation Rancho Dos Hermanos, LLC	Regency Centers Corporation c/o Regency Centers Corporation One Independent Drive Rancho Dos Hermanos, LLC 2655 First Street, Suite 114 Jacksonville 245, FL 32202-5019 Simi Valley, CA 93065	Vitamin Shoppe Industries, LLC	Agreement of Lease, dated April 05, 2012 2612 SW Cedar Hills Blvd. Beaverton July 23, OR 97005 2014 2931 Conchran Street Simi Valley, CA 93065	1029803	4/30/2025
155 220	Retail Logistics Excellence - RELEX Oy	Retail Logistics Excellence - RELEX Oy Postintaival 7 00230 Helsinki, Finland	American Freight, LLC	RELEX Master Service Agreement, dated June 07, 2019		03/31/2025
156 221	RetailNext, Inc	RetailNext, Inc 60 S Market, Suite 310 San Jose, CA 95113	American Freight, LLC	SOW, dated May 15, 2023		04/30/2025
157 222	RetailNext, Inc.	RetailNext, Inc. 60 S. Market St. San Jose, CA 95113	American Freight, LLC	Master Services Agreement, dated May 15, 2023		04/30/2025
158 223	Ring Central, Inc.	Ring Central, Inc. 20 Davis Drive Belmont, CA 94002	American Freight, LLC	Master Services Agreement, dated June 20, 2018		04/30/2025
159 224	Riskified Inc.	Riskified Inc. 220 5th Ave., 2nd Floor New York, NY 10001	American Freight Outlet Stores, LLC	Software as a Service Agreement, dated March 28, 2019		04/30/2025
225	Riverdale Square, LLC	Riverdale Square, LLC 61 West Palisade Avenue Englewood, NJ 07631	Vitamin Shoppe Industries, LLC	Lease, dated November 24, 2020 92 Route 23 North Riverdale, NJ 07457	893	4/30/2025
160 226	Roe Lawn Care, SP	Roe Lawn Care, SP 117 E 11th Street Elmira Heights, NY 14093	American Freight, LLC	Contract (Other), dated January 03, 2024		03/31/2025
161 227	Rosebud VS Boca One, LLC	Rosebud VS Boca One, LLC c/o Investments Limited, 215 North Federal Highway, Suite 1 Boca Raton, FL 33432	Vitamin Shoppe Industries LLC	Lease, dated August 18, 2013 880 N. Federal Hwy Boca Raton, FL 33432	0618	4/30/2025

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
162 228	Shops at Rayford Crossing LLC	Shops at Rayford Crossing LLC c/o Willmann Companies 9601 Katy Freeway, Suite 480 Houston, TX 77024 Attn: Karl D. Willman	PSP Stores, LLC	Lease, dated June 6, 2012 2927 Riley Fuzzel, Suite 400 Spring, TX 77386	4646	4/30/2025
163 229	SignUp Software, Inc.	SignUp Software, Inc. 3500 South DuPont Highway, Suite DN 101 Dover, DE 19901	PSP Group, LLC	Subscription Agreement ExFlow, dated April 1, 2024		03/31/2025
164 230	SignUp Software, Inc.	SignUp Software, Inc. 3500 South DuPont Highway, Suite DN 101 Dover, DE 19901	PSP Group, LLC	Subscription Agreement ExFlow Data Capture, dated April 1, 2024		03/31/2025
165 231	SITS, LLC	SITS, LLC 35 Olympic Dr South Barrington, IL 60010	American Freight, LLC	Agreement and and Statement of Work for Security Assessment Services, dated March 6, 2023		04/30/2025
166 232	SK Global Software, LLC	SK Global Software, LLC 940 Gemini Street Houston, TX 77058	PSP Group, LLC	Software License and Support Agreement, dated April 5, 2024		03/31/2025
167 233	Small Movers LLC	Small Movers LLC 6178 Howdershell Road Hazelwood, MO 63042	American Freight, LLC	Preferred Delivery Services Agreement, dated March 8, 2024		03/31/2025
168 234	Solstice Sleep Products, Inc.	Solstice Sleep Products, Inc. 3720 W Broad Street Columbus, OH 43228	American Freight, LLC	Amendment to the Supply Agreement, dated July 1, 2022		04/30/2025
235	Southpark Retail LLC	Southpark Retail LLC c/o Carnegie Companies 6190 Cochran Rd., Suite A Solon, OH 44139	Vitamin Shoppe Industries, LLC	Agreement of Lease, dated December 3, 2015 17893 Southpark Center Strongsville, OH 044136	854	4/30/2025
169 236	Spark Communications Group, LLC	Spark Communications Group, LLC P.O. Box 49745 Athens, GA 30604	Franchise Group, Inc.	See.Spark.Go Services Agreement, dated February 1, 2021		03/31/2025
170 237	Spark Data Solutions Inc	Spark Data Solutions Inc 26077 Nelson Way, Suite 1102 Katy, TX 77494	American Freight, LLC	MSA, dated June 20, 2023		04/30/2025
171 238	Spark Data Solutions Inc	Spark Data Solutions Inc 26077 Nelson Way, Suite 1102 Katy, TX 77494	American Freight, LLC	MSA, dated June 20, 2023		04/30/2025

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
172 239	SPS Commerce	SPS Commerce 333 South Seventh Street, Suite 1000 Minneapolis, MN 55402	American Freight, LLC	SOW, dated January 16, 2024		04/30/2025
173 240	SPS Commerce	SPS Commerce 333 South Seventh Street, Suite 1000 Minneapolis, MN 55402	American Freight, LLC	SOW, dated January 16, 2024		04/30/2025
174 241	Starting A New LLC	Starting A New LLC 3157 O'Neal Lane Baton Rouge, LA 70816	American Freight, LLC	Preferred Delivery Services Agreement dated January 19, 2024		03/31/2025
175 242	Store Master Funding IV, LLC	Store Master Funding IV, LLC 8501 E Princess Drive, Suite 190 Scottsdale, AZ 85255	Buddy's Newco, LLC	Master Lease Agreement, dated September 24, 2013 6608 E. Adamo Drive Tampa, FL 33619 10015 N Nebraska Ave. Tampa, FL 33612 5505 N Armenia Ave. Tampa, FL 33603 2514 9th St. West Bradenton, FL 34205 5201 Norwood Ave, Jacksonville, FL 32208 8807 Lem Turner Rd Jacksonville, FL 32208 3 1st St NW Moultrie, GA 31768 5205 Fort Avenue Lynchburg, VA 24502	4 5 8 13 17 55 65 1061	05/ 12 20/2025

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
				205 N Hutchinson Ave. Adel, GA 31620 408 East Baker Street Plant City, FL 33563 12709 U.S. HWY 301 Dade City, FL 33525 1569 West HWY 90 Lake City, FL 32055 1097 W Main Street Immokalee, FL 34142	386 16 18 19 35	
176 243	Store Master Funding IV, LLC	Store Master Funding IV, LLC 8501 E. Princess Drive, Suite 190 Scottsdale, AZ 85255 Kutak Rock LLP	Buddy's Newco, LLC	Guaranty of Second Amended and Restated Master Lease Agreement by and between Store Master Funding IV, LLC and Buddy's Northwest, LLC, dated November 3, 2015		5/12/2025
177 244	Sugarland Plaza, Inc.	Sugarland Plaza, Inc. 802 NW 1st Street South Bay, FL 33493	Buddy's Newco, LLC	Lease, dated November 29, 2007 884 W. Sugarland Hwy Clewiston, FL 33440	30	5/12/2025
178 245	Sun Life Assurance Company of Canada	Sun Life Assurance Company of Canada MetroNorth Retail Center, c/o JLL 3344 Peachtree Road, Suite 1200 Atlanta, GA 30326	Vitamin Shoppe Industries LLC	Lease, dated September 28, 2013 103 Commerce Way Woburn, MA 1801	0688	4/30/2025
179 246	T Voorhees GPL NJ, LLC, T Voorhees BER NJ, LLC, and T Voorhees AMC NJ, LLC	T Voorhees GPL NJ, LLC, T Voorhees BER NJ, LLC, and T Voorhees AMC NJ, LLC 16600 Dallas Parkway, Suite 300 Dallas, TX 75248	Vitamin Shoppe Industries LLC	Lease, dated August 21, 2015 148 State Route 73 Voorhees, NJ 8043	0724	4/30/2025
180 247	TALX Corporation	TALX Corporation 11432 Lackland Road St. Louis, MO 63146	American Freight Management Company, LLC	MSA, dated April 01, 2022		04/30/2025
248	The Hertz Corporation	The Hertz Corporation 8501 Williams Road, Estero, FL 33928	Franchise Group, Inc.	Corporate Account Agreement & Exhibits Agreement, dated November 15, 2023		
181 249	The Home Moving Solutions LLC	The Home Moving Solutions LLC 1209 N Slappey Blvd., Suite B Albany, GA 31701	American Freight, LLC	Preferred Delivery Services Agreement dated January 4, 2024		03/31/2025

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
182 250	The Shoppes at North Brunswick, L.L.C.	The Shoppes at North Brunswick, L.L.C. c/o The Azarian Group, L.L.C. 6 Prospect Street, Suite 2 Midland Park, NJ 07432	Vitamin Shoppe Industries, LLC	Shopping Center Lease, dated December 23, 2019 650 Shoppes Boulevard North Brunswick Township, NJ 08902	886	4/30/2025
181 251	The Shubert Organization, Inc.	The Shubert Organization, Inc. 234 West 44th Street New York, NY 10036	Vitamin Shoppe Industries, LLC	Agreement of Lease, dated August 19, 2014 435-A Winthrop Avenue Lawrence, MA 01843	763	4/30/2025
182 252	The Transport Boss LLC	The Transport Boss LLC 9855 E Coronado Dr Baton Rouge, LA 70815	American Freight, LLC	Contract (Other), dated February 26, 2024		03/31/2025
183 253	The Ultimate Software Group, Inc.	The Ultimate Software Group, Inc. 2000 Ultimate Way Weston, FL 33326	American Freight Outlet Stores, LLC	Master Terms and Conditions for Procurement of Software Rights and Services, dated February 11, 2016		03/31/2025
184 254	Thomson Reuters Inc.	Thomson Reuters Inc. P.O. Box 115008 Carrollton, TX 75011-5008	PSP Group, LLC	Multi Year Order Form, dated May 18, 2023		03/31/2025
185 255	Tmakit Moving Company, LLC	Tmakit Moving Company, LLC 5860 Russell Topton Rd. Toomsba, MS 39364	American Freight, LLC	Contract (Other), dated January 02, 2024		03/31/2025
186 256	Tri-County Movers SP	Tri-County Movers SP PO Box 7716452 Ocala, FL 34477	American Freight, LLC	Contract (Other), dated February 29, 2024		03/31/2025
187 257	UKG Inc	UKG Inc 2000 Ultimate Way Weston, FL 33326 Attn: General Counsel	American Freight, LLC	Amendment to the Agreement, dated December 31, 2015		03/31/2025
188 258	United Parcel Service, Inc.	United Parcel Service, Inc. 700 W 16th Street Indianapolis, IN 46202	American Freight, LLC	Amendment to Contract, dated April 25, 2023		03/31/2025
189 259	United Service Protection, Inc.	United Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Amendment No. 3 to SOW No. 1, dated November 27, 2023		03/31/2025
190 260	United Service Protection, Inc.	United Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Statement of Work No. 2 to Master Services Agreement - Aftermarket Service Contract Program		03/31/2025
191 261	United Service Protection, Inc.	United Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Amendment No. 2 to the Master Services Agreement, dated October 6, 2021		03/31/2025

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
192 262	United Service Protection, Inc.	United Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Statement of Work No. 1 to Master Services Agreement Service Contract Program, dated July 23, 2021		03/31/2025
193 263	United Service Protection, Inc.	United Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Master Services Agreement, dated July 23, 2021		03/31/2025
194 264	United Service Protection, Inc.	United Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Amendment No. 2 to SOW No. 1, dated August 1, 2023		03/31/2025
195 265	United Service Protection, Inc.	United Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Amendment No. 1 to the Master Services Agreement and SOW No. 1, dated September 23, 2021		03/31/2025
196 266	United Service Protection, Inc.	United Service Protection, Inc. 11222 Quail Roost Drive Miami, FL 33157	American Freight, LLC	Master Services Agreement, dated July 23, 2021		03/31/2025
197 267	Vantage One Tax Solutions, Inc.	Vantage One Tax Solutions, Inc. 6310 LBJ Freeway Dallas, TX 75240	American Freight Outlet Stores, LLC	Consulting Agreement for Property Tax Services, dated April 10, 2023		03/31/2025
198 268	Vantage One Tax Solutions, Inc.	Vantage One Tax Solutions, Inc. 6310 LBJ Freeway, Ste. 208 Dallas, TX 75240	American Freight, LLC	Consulting Agreement for Property Tax Services, dated April 10, 2023		03/31/2025
199 269	Varis, LLC	Varis, LLC 6600 N. Military Tr. Boca Raton, FL 33496	American Freight, LLC	Master Services Agreement, dated May 20, 2022		04/30/2025
200 270	Ventura Petit LLC and La Cienga Shopping Center Development LLC	Ventura Petit LLC and La Cienga Shopping Center Development LLC 2121 Avenue of the Stars, Ste. 1100 Los Angeles, CA 90067	Vitamin Shoppe Industries LLC	Lease, dated January 02, 2012 16624 Ventura Blvd. Encino, CA 91436	0578	4/30/2025
201 271	VF9 Matt2, LLC	VF9 Matt2, LLC 2330 Ponce de Leon Blvd Coral Gables, FL 33134	Vitamin Shoppe Industries LLC	Lease, dated January 20, 2010 4803 Lincoln Highway Matteson, IL 60443	472	4/30/2025
272	VRC Companies, LLC dba Vital Records Control f.k.a. Fireproof Records Center	VRC Companies, LLC dba Vital Records Control 5384 Poplar Avenue, Suite 500 Memphis, TN 38119	American Freight, LLC	Storage & Service Agreement, dated August 3, 2016		
273	Westgate Marketplace Developers, LLC	Westgate Marketplace Developers, LLC 7725 W. Reno Ave., Suite 398 Oklahoma City, OK 73127	Vitamin Shoppe Industries, LLC	Agreement of Lease, dated December 31, 2014 6501 Southwest 3rd Street Oklahoma City, OK 73128	823	4/30/2025
202 274	White Glove Delivery & Moving LLC	White Glove Delivery & Moving LLC 57477 Goodman Dr. Colcord, OK 74338	American Freight, LLC	Preferred Delivery Services Agreement, dated January 2, 2024		03/31/2025

ID #	Counterparty	Counterparty Address	Debtor	Rejected Agreement	Store	Rejection Date
203 275	Worry Free Moving Inc.	Worry Free Moving Inc. 1421 Turnberry Dr Youngstown, OH 44512	American Freight, LLC	Preferred Delivery Services Agreement, dated March 21, 2024		03/31/2025
204 276	Wrike Inc.	Wrike Inc. 9171 Towne Center Drive, Suite 200 San Diego, CA 92122,	American Freight, LLC	PO or Purchase Agreement, dated February 07, 2024		03/31/2025
205 277	WSG Arundel One LLC	WSG Arundel One LLC 75 Hook Road Bayonne, NJ 07002	Vitamin Shoppe Industries LLC	Lease, dated November 11, 2003 7069 Arundel Mills Boulevard Hanover, MD 21076	0143	4/30/2025
206 278	Xpress Delivery 2U	Xpress Delivery 2U 2406 Pine Street Texarkana, TX 75503	American Freight, LLC	Preferred Delivery Services Agreement, dated April 1, 2024		03/31/2025
207 279	YTC Movers LLC	YTC Movers LLC 760 Star Ridge Street Massillon, OH 44646	American Freight, LLC	Preferred Delivery Services Agreement, dated April 15, 2024		03/31/2025
208 280	ZipRecruiter Inc.	ZipRecruiter Inc. 604 Arizona Avenue Santa Monica, CA 90401	Franchise Group. Inc.	Services Agreement, dated September 20, 2023		03/31/2025

Exhibit G

New Warrants Documentation

Pursuant to Section 14.3 and Section 14.4 of the Plan, Exhibit G to the First Plan Supplement is hereby withdrawn in its entirety.

Exhibit H

Litigation Trust Agreement

Certain documents, or portions thereof, contained in this **Exhibit H** and the Plan Supplement remain subject to continuing review and discussions among the Debtors, the Ad Hoc Group, the Freedom Lender Group, and the Creditors' Committee consistent with their respective consent and consultation rights. The rights of the Debtors are expressly reserved, subject to the terms and conditions set forth in the Plan (including all applicable consultation, consent, and/or approval rights contained or contemplated therein), to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained herein in accordance with the terms of the Global Settlement and the Plan, or by order of the Bankruptcy Court.

Draft

LITIGATION TRUST AGREEMENT AND DECLARATION OF LITIGATION TRUST

This Litigation Trust Agreement and Declaration of Litigation Trust (this “Agreement”), dated as of [●], 2025, is made by and among Freedom VCM, Inc., Freedom VCM Interco, Inc. (together with Freedom VCM, Inc., the “Freedom HoldCo Debtors”), Franchise Group, Inc. and its subsidiary debtors and debtors in possession listed on **Schedule 1** attached hereto (the “OpCo Debtors”)¹ in the Chapter 11 Cases,² Lawrence R. Hirsh (the “Initial Litigation Trustee” and together with any successor trustee appointed in accordance with the terms hereof, the “Litigation Trustee”),³ and [●], [●], and [●], as members of the committee which shall have oversight over the litigation trust contemplated by this Agreement (the “Litigation Trust Advisory Board,” and,

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of their U.S. federal tax identification numbers, to the extent applicable, are Franchise Group, Inc. (1876), Freedom VCM Holdings, LLC (1225), Freedom VCM Interco Holdings, Inc. (2436), Freedom Receivables II, LLC (4066), Freedom VCM Receivables, Inc. (0028), Freedom VCM Interco, Inc. (3661), Freedom VCM, Inc. (3091), Franchise Group New Holdco, LLC (0444), American Freight FFO, LLC (5743), Franchise Group Acquisition TM, LLC (3068), Franchise Group Intermediate Holdco, LLC (1587), Franchise Group Intermediate L, LLC (9486), Franchise Group Newco Intermediate AF, LLC (8288), American Freight Group, LLC (2066), American Freight Holdings, LLC (8271), American Freight, LLC (5940), American Freight Management Company, LLC (1215), Franchise Group Intermediate S, LLC (5408), Franchise Group Newco S, LLC (1814), American Freight Franchising, LLC (1353), Home & Appliance Outlet, LLC (n/a), American Freight Outlet Stores, LLC (9573), American Freight Franchisor, LLC (2123), Franchise Group Intermediate B, LLC (7836), Buddy’s Newco, LLC (5404), Buddy’s Franchising and Licensing LLC (9968), Franchise Group Intermediate V, LLC (5958), Franchise Group Newco V, LLC (9746), Franchise Group Intermediate BHF, LLC (8260), Franchise Group Newco BHF, LLC (4123), Valor Acquisition, LLC (3490), Vitamin Shoppe Industries LLC (3785), Vitamin Shoppe Global, LLC (1168), Vitamin Shoppe Mariner, LLC (6298), Vitamin Shoppe Procurement Services, LLC (8021), Vitamin Shoppe Franchising, LLC (8271), Vitamin Shoppe Florida, LLC (6590), Betancourt Sports Nutrition, LLC (0470), Franchise Group Intermediate PSP, LLC (5965), Franchise Group Newco PSP, LLC (2323), PSP Midco, LLC (6507), Pet Supplies “Plus”, LLC (5852), PSP Group, LLC (5944), PSP Service Newco, LLC (6414), WNW Franchising, LLC (9398), WNW Stores, LLC (n/a), PSP Stores, LLC (9049), PSP Franchising, LLC (4978), PSP Subco, LLC (6489), PSP Distribution, LLC (5242), Franchise Group Intermediate SL, LLC (2695), Franchise Group Newco SL, LLC (7697), and Educate, Inc. (5722). The Debtors’ headquarters is located at 2371 Liberty Way, Virginia Beach, Virginia 23456.

² As set forth in Section 1.2, capitalized terms used but not defined herein shall have the meaning ascribed to them in the Plan or the Confirmation Order, as applicable, unless otherwise noted.

³ If Lawrence Hirsh cannot serve as Litigation Trustee on the Effective Date for any reason, Initial Litigation Trustee will be an individual selected by the Freedom Lender Group, with the reasonable consent of the Ad Hoc Group and the Creditors’ Committee.

together with the Freedom HoldCo Debtors, the OpCo Debtors, and the Litigation Trustee, the “Parties,” and each, a “Party”).

RECITALS

1. On November 3, 2024 (the “Petition Date”), each of the Freedom HoldCo Debtors and the OpCo Debtors (together, with their affiliated debtors and debtors in possession, the “Debtors”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), and their chapter 11 cases are being jointly administered under the caption *In re Franchise Group, Inc., et al.*, Case No. 24-12480 (LSS) (Bankr. D. Del.) (the “Chapter 11 Cases”).

2. On November 19, 2024, the Office of the United States Trustee, Region 3 (the “U.S. Trustee”) appointed the Official Committee of Unsecured Creditors (the “Creditors’ Committee”) to represent the interests of all general unsecured creditors in the Chapter 11 Cases and filed the *Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 188].

3. On April 25, 2025, the Debtors filed the *Eighth Amended Joint Chapter 11 Plan of Franchise Group, Inc. and Its Debtor Affiliates* [Docket No. 1312] (as amended, supplemented, or otherwise modified from time to time, the “Plan”). The Plan incorporates the terms of a Global Settlement that includes, among other things, the Litigation Trust Units Allocations, which is comprised of (a) the Prepetition First Lien Loan Claims Litigation Trust Allocation, (b) the General Unsecured Creditors Litigation Trust Allocation, and (c) the Prepetition OpCo 2L/HoldCo Loan Claims Litigation Trust Allocation. Pursuant to the Litigation Trust Units Allocations, the Litigation Trust Units shall be distributed as follows: 58% to Holders of Allowed Prepetition Second Lien Loan Claims and Allowed Prepetition HoldCo Loan Claims, 30% to the Holders of

Allowed Prepetition First Lien Loan Claims, and 12% to Holders of Allowed Freedom HoldCo General Unsecured Claims and Allowed OpCo General Unsecured Claims (excluding, for the avoidance of doubt, any Litigation Trust Units allocated to the Holders of Allowed Prepetition First Lien Loan Claims or Holders of Allowed Prepetition Second Lien Loan Claims), collectively.

4. On [●], 2025, the Bankruptcy Court entered an order [Docket No. [●]] (the “Confirmation Order”) confirming the Plan, which became effective on [●], 2025 (the “Effective Date”).

5. Section 7.10 of the Plan provides for the creation of the Litigation Trust on the Effective Date in connection and consistent with the Global Settlement.

6. The Litigation Trust is established for the sole purpose of receiving, holding, administering, liquidating, and distributing the Litigation Trust Assets, including the (i) Litigation Trust Escrow Account, which includes, for the avoidance of doubt, the Litigation Trust Escrow Amount, funded in accordance with the Plan, and (ii) Permitted Litigation Claims, *plus* any additional amounts funded into the Litigation Trust Escrow Account following the Effective Date, for the benefit of the Holders of Allowed Prepetition First Lien Loan Claims, Allowed Prepetition Second Lien Loan Claims, Allowed Prepetition HoldCo Loan Claims, Allowed OpCo General Unsecured Claims, and Allowed Freedom HoldCo General Unsecured Claims (collectively, the “Litigation Trust Beneficiaries”).

7. The Litigation Trustee shall, in consultation with the Litigation Trust Advisory Board and in accordance with the terms hereof: (i) be the exclusive administrator of the assets of the Litigation Trust, including the Litigation Trust Assets; and (ii) except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, have the power and authority to (a) reconcile OpCo General Unsecured Claims and Freedom HoldCo General Unsecured Claims, including

asserting any objections thereto in each case, *provided, however*, that all parties in interest shall also have the right to object to any General Unsecured Claim or join in any objection by the Litigation Trust or any other party, (b) investigate, pursue, prosecute, compromise and/or settle the Permitted Litigation Claims, and (c) distribute the Litigation Trust Assets in accordance with the terms of the Plan (including the Global Settlement incorporated therein) and this Agreement, in each case with no objective or authority to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary and consistent with, the liquidating purpose of the Litigation Trust. Subject to the Conversion of the Litigation Trust as described in Section 8.7 hereof, the Litigation Trust is intended to be classified for United States federal income tax purposes as a “liquidating trust” within the meaning of Treasury Regulation section 301.7701-4(d) and guidance promulgated in respect thereof, including Revenue Procedure 94-45, 1994-2 C.B. 674, and, thus, as a “grantor trust” within the meaning of Internal Revenue Code sections 671 through 679 for United States federal income tax purposes, other than any Litigation Trust Disputed Claims Reserve (as defined herein) treated as a disputed ownership fund (“DOF”) or other separate Entity.

8. Pursuant to the Plan, for all United States federal income tax purposes, all parties shall treat the transfer of the Litigation Trust Assets to the Litigation Trust for the benefit of the Litigation Trust Beneficiaries, whether such Holder’s Claims are Allowed on or after the Effective Date, including any amounts or other assets subsequently transferred to the Litigation Trust (but only at such time as actually transferred) as (i) a transfer of the Litigation Trust Assets (subject to any obligations relating to such Litigation Trust Assets, including, but not limited to, the Litigation Trust Expenses) to the Litigation Trust Beneficiaries and, to the extent the Litigation Trust Assets are allocable to Disputed General Unsecured Claims that are the responsibility of the Litigation

Trust, acting by and through its agents and representatives, to resolve, to the Litigation Trust Disputed Claims Reserve (as defined herein), followed by (ii) the transfer by the Litigation Trust Beneficiaries of the Litigation Trust Assets (other than the Litigation Trust Assets allocable to the Litigation Trust Disputed Claims Reserve) to the Litigation Trust in exchange for their non-transferable (subject to certain limited exceptions) Litigation Trust Units that will entitle the respective holder thereof to its *pro rata* share of the proceeds of the Litigation Trust Assets *less* the Litigation Trust Expenses (the “Litigation Trust Net Assets”). Accordingly, the Litigation Trust Beneficiaries shall be treated for United States federal income tax purposes as the grantors and owners of their respective shares of the Litigation Trust Assets (other than such Litigation Trust Assets as are allocable to the Litigation Trust Disputed Claims Reserve). The foregoing treatment shall also apply, to the extent permitted by applicable Law, for applicable United States state and local income tax purposes.

9. The Litigation Trust is further intended to be exempt from the requirements of (i) pursuant to section 1145 of the Bankruptcy Code, the Securities Exchange Act of 1933, as amended, and any applicable state and local Laws requiring registration of securities, and (ii) the Investment Company Act of 1940, as amended, pursuant to sections 7(a) and 7(b) of that Act and section 1145 of the Bankruptcy Code.

NOW, THEREFORE, in accordance with the Plan and the Confirmation Order, and in consideration of the promises, and the mutual covenants and agreements of the Parties contained in the Plan and herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and affirmed, the Parties agree and declare as follows:

DECLARATION OF LITIGATION TRUST

The Freedom HoldCo Debtors, the OpCo Debtors, the Litigation Trustee, and the members of the Litigation Trust Advisory Board enter into this Agreement to effectuate the distribution of the Litigation Trust Net Assets to the Litigation Trust Beneficiaries pursuant to the Plan and the Confirmation Order;

Pursuant to Section 7.10 of the Plan and Section 2.3.2 of this Agreement, on the Effective Date, all of the Litigation Trust Assets shall automatically and irrevocably be transferred to, and vest in or deem to be vested in, the Litigation Trust free and clear of all Claims, Liens, Interests, encumbrances, and contractually imposed restrictions, except as otherwise provided in the Plan;

TO HAVE AND TO HOLD unto the Litigation Trustee and its successors in trust; and

IT IS HEREBY FURTHER COVENANTED AND DECLARED, that the Litigation Trust Assets are to be held by the Litigation Trust and applied on behalf of the Litigation Trust by the Litigation Trustee (such Litigation Trustee to be a “United States person” within the meaning of Internal Revenue Code section 7701(a)(30) and established within the United States) on the terms and conditions set forth herein and the Plan (including, for the avoidance of doubt, the Global Settlement incorporated therein), solely for the benefit of the Litigation Trust Beneficiaries, as more fully set forth in the Plan and this Agreement, and for no other party.

ARTICLE I

RECITALS, PLAN DEFINITIONS, OTHER DEFINITIONS, INTERPRETATION, AND CONSTRUCTION

1.1 Recitals. The Recitals are incorporated into and made terms of this Agreement.

1.2 Definitions. All capitalized terms used in this Agreement but not defined herein shall have the meanings set forth in the Plan or the Confirmation Order, as applicable, or as otherwise set forth herein. For the avoidance of doubt, the “Litigation Trust Assets” shall mean

the Litigation Trust Assets (as defined in the Plan) and any and all other property held from time to time by the Litigation Trust under this Agreement and any proceeds thereof and earnings thereon.

1.3 Conflict Among Plan Documents. In the event of any inconsistency between the Plan, the Confirmation Order, and/or this Agreement, each such document shall have controlling effect in the following rank order: (i) the Confirmation Order; (ii) the Plan (including, for the avoidance of doubt, the Global Settlement incorporated herein); and (iii) this Agreement; *provided, however*, that to the extent that the Plan and the Confirmation Order are silent as to a particular issue, the terms of the relevant provision of this Agreement shall control so long as not otherwise inconsistent with the clear intent of the Plan and/or the Confirmation Order.

ARTICLE II

ESTABLISHMENT OF LITIGATION TRUST

2.1 Effectiveness of Agreement; Name of Litigation Trust. The Freedom HoldCo Debtors, the OpCo Debtors and the Litigation Trustee, pursuant to the Plan and in accordance with the Bankruptcy Code, hereby create the Litigation Trust in furtherance of the compromises and agreements more fully set forth in the Plan. This Agreement shall become effective on the Effective Date. The Litigation Trust shall be officially known as the “Franchise Group Litigation Trust.”

2.2 Purpose of Litigation Trust. Further to the establishment and purpose of the Litigation Trust as declared in Recital 8 of this Agreement, the Litigation Trust is established for the primary purpose of collecting, holding, administering, liquidating, and distributing the Litigation Trust Assets for the benefit of the Litigation Trust Beneficiaries in accordance with the terms and conditions of this Agreement, Treasury Regulations Section 301.7701-4(d), and the Plan

(including, for the avoidance of doubt, the Global Settlement incorporated therein), and with no objective or authority to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Litigation Trust.

2.3 Transfer of Litigation Trust Assets.

2.3.1 Conveyance of Litigation Trust Assets. Pursuant to the Plan, the Freedom HoldCo Debtors and the OpCo Debtors hereby irrevocably grant, release, assign, transfer, convey, and deliver, on behalf of the Litigation Trust Beneficiaries, all of such Debtors' rights, title, and interest in and to the Litigation Trust Assets to the Litigation Trust as of the Effective Date in trust for the benefit of the Litigation Trust Beneficiaries, which shall constitute Litigation Trust Assets for all purposes and shall be administered and applied as specified in this Agreement and the Plan. Upon the transfer of the Litigation Trust Assets to the Litigation Trust in accordance with the Plan, none of the Debtors or the Reorganized Debtors shall have any further obligations with respect to the distribution or payment of any proceeds of the Litigation Trust Assets to any of the Litigation Trust Beneficiaries, except that the Debtors or the Reorganized Debtors, as applicable, as reasonably requested by the Litigation Trustee, shall, at the Litigation Trust's sole cost and expense, from time to time, (i) execute and deliver or cause to be executed and delivered any such documents (in recordable form where necessary or appropriate) and (ii) take or cause to be taken such further commercially reasonable action, in each case as the Litigation Trustee may reasonably deem necessary or appropriate, to vest in the Litigation Trust or confirm to the Litigation Trustee title to and possession of the Litigation Trust Assets; *provided* that neither the Debtors nor Reorganized Debtors shall be required to incur any unreimbursed liability for any fees or expenses (including any indemnification obligations) in connection with such actions. The Litigation Trustee shall have no duty to arrange for any of the transfers of any Litigation Trust Assets

contemplated under this Agreement or by the Plan or to ensure their compliance with the terms of the Plan and/or the Confirmation Order and shall be conclusively entitled to rely on the legality and validity of such transfers. Under no circumstance shall the Debtors, the Reorganized Debtors, or any other party be required to contribute any additional assets to or for the benefit of the Litigation Trust other than the Litigation Trust Assets, except as otherwise set forth in the Plan.

2.3.2 Title to Litigation Trust Assets. Pursuant to the Plan, all of the Freedom HoldCo Debtors' and the OpCo Debtors' rights, title, and interest in and to the Litigation Trust Assets, including all such assets held or controlled by third parties (if any), are hereby irrevocably transferred to, and automatically vested in, or deemed to be automatically vested in, the Litigation Trust on the Effective Date and shall comprise assets of the Litigation Trust for all purposes, free and clear of all Liens, Claims, encumbrances, Interests, contractually-imposed restrictions, and other interests, and such transfer is on behalf of the Litigation Trust Beneficiaries to establish the Litigation Trust. Subject to any applicable consultation rights set forth in this Agreement, the Litigation Trust shall be authorized, among other things, to (i) obtain possession or control of, collect, receive, hold, administer, liquidate, and distribute all of the Litigation Trust Assets, (ii) investigate, pursue, prosecute, compromise, settle, and/or otherwise resolve the Permitted Litigation Claims, and (iii) other than as provided under the Plan, assert and/or exercise any and all rights, including, without limitation, setoff and recoupment, defenses, counterclaims, and cross-claims, whether arising at law or in equity, of the Freedom HoldCo Debtors, the OpCo Debtors, or their respective Estates to any claims, Causes of Action, or counterclaims that may be asserted by (a) any and all Persons and/or Entities that are or may become defendants, sued, or a party in or the subject of any lawsuit, proceeding, or litigation in connection with the Permitted Litigation Claims or (b) the Holders of Disputed OpCo General Unsecured Claims or Freedom

HoldCo General Unsecured Claims. Without limiting the generality of the foregoing, the Litigation Trust shall have the right to (i) invoke section 542 of the Bankruptcy Code to pursue turnover of Litigation Trust Assets and (ii) enforce any of provisions of the Plan and/or Confirmation Order against any Persons or Entities that seek or seeks to interfere with the administration of the Litigation Trust and/or the Litigation Trust Assets. On the Effective Date, the Litigation Trust, acting by and through the Litigation Trustee, shall be substituted for the Freedom HoldCo Debtors and the OpCo Debtors for all purposes with respect to the Litigation Trust Assets and the administration of the Litigation Trust Units. To the extent any Law or regulation prohibits the transfer of ownership of any of the Litigation Trust Assets from the Freedom HoldCo Debtors and/or the OpCo Debtors to the Litigation Trust and such Law is not superseded by the Bankruptcy Code, the Litigation Trust's interest in such Litigation Trust Assets shall be a Lien upon, and security interest in, such Litigation Trust Assets, in trust, nevertheless, for the sole use and purposes set forth in Section 2.2 of this Agreement, and this Agreement shall be deemed a security agreement granting such Lien upon, and interest therein, without need to file any financing statement(s), mortgage(s), or other documentation evincing such Lien and security interest. By executing this Agreement, the Litigation Trustee on behalf of the Litigation Trust hereby accepts all of such property and Liens (if any) as Litigation Trust Assets, to be held in trust for Litigation Trust Beneficiaries, subject to the terms of this Agreement, the Confirmation Order, and the Plan.

2.4 Litigation Trust Funding. On the Effective Date, the Litigation Trust Escrow Account shall be funded with the Litigation Trust Escrow Amount. The Litigation Trust Escrow Amount shall be used for the administration of the Litigation Trust, to pay Litigation Trust

Expenses, and to pursue the Permitted Litigation Claims. The Litigation Trust Escrow Amount shall be primarily reserved for Litigation Trust Expenses.

2.5 Capacity of Litigation Trust. Notwithstanding any state or federal Law to the contrary or anything herein, the Litigation Trust shall itself have the capacity, in its own right and name, to act or refrain from acting, including the capacity to sue and be sued and to enter into contracts. The Litigation Trust may alone be the named movant, respondent, party plaintiff or defendant, or the like in all adversary proceedings, contested matters, and other state or federal proceedings brought by or against it, and may settle and compromise all such matters in its own name.

2.6 Cooperation. [On or after the Effective Date], at the sole cost and expense of the Litigation Trust, the Reorganized Debtors shall use commercially reasonable efforts to cooperate with the Litigation Trust and the Litigation Trustee and any professionals retained by the Litigation Trust in effecting the transition from the Reorganized Debtors to the Litigation Trust and of the administration of the Litigation Trust Assets; *provided* that the Reorganized Debtors shall not be required to incur any unreimbursed liability for any fees or expenses (including any indemnification obligations) that may result from any such cooperation. Such cooperation shall include, but not be limited to, from and after the Effective Date, using commercially reasonable efforts to identify and make available (i) any evidence and information the Litigation Trustee reasonably requests in connection with the Litigation Trust's investigation, prosecution, other pursuit, or defense, as applicable, of the Permitted Litigation Claims and objections to Disputed OpCo General Unsecured Claims and Disputed Freedom HoldCo General Unsecured Claims, to the extent the Reorganized Debtors have such evidence and/or information, [(ii) the identity and contact information of the former officers, directors, and employees and Professionals of the

Debtors who may have knowledge regarding the Permitted Litigation Claims, Disputed OpCo General Unsecured Claims, or Disputed Freedom HoldCo General Unsecured Claims; and (iii) current officers, directors, and employees of the Reorganized Debtors who may have knowledge regarding the Permitted Litigation Claims, Disputed OpCo General Unsecured Claims, or Disputed Freedom HoldCo General Unsecured Claims, subject to consultation and cooperation between the Reorganized Debtors and the Litigation Trustee regarding the reasonable availability of such individuals; *provided* that [the individuals set forth in **Schedule 2** hereto (the “Specified Personnel”)] will be made available to the Litigation Trust without such limitation.]

2.6.1 [Prior to the Effective Date, the Debtors shall, at the cost and expense of the Debtors, and on or after the Effective Date, the Reorganized Debtors shall, at the sole cost and expense of the Litigation Trust (which shall, in each case, constitute Litigation Trust Expenses hereunder), and in all cases at the earliest opportunity, use commercially reasonable efforts to preserve (including through device imaging) and provide to the Litigation Trust all documents,⁴

⁴ For the avoidance of doubt, for the purposes of this Section 2.6, “documents” shall include any printed, written, typed, recorded, transcribed, taped, photographic, or graphic mater, in draft or final form, including, but not limited to: any letter, correspondence, or Communication of any sort; photograph; sound recording; video recording; note, notebook, diary, calendar, minutes, memorandum, contract, agreement, or any amendment thereto; telex, telegram, or cable; summary, report or record of telephone conversation, voice mail or voice mail back-up, [text message, instant message, Bloomberg message, WhatsApp message,] discussion, interview, meeting, conference, investigation, negotiation, act, or activity; projection, work paper, or draft; computer or computer network output or input, portable storage devices, e-mail, magnetic and/or optical medias, archived or back up data on any of these medias on the cloud or otherwise, and documents that have been deleted but are recoverable from any of these medias; opinion or report of consultant; request, order, invoice, or bill of lading; analysis, diagram, map, index, sketch, drawing, plan, chart, manual, brochure, pamphlet, advertisement, circular, newspaper or magazine clipping, or press release; receipt, journal, ledger, schedule, bill, or voucher; financial statement, statement of account, bank statement, checkbook, stubs, register, canceled check, deposit slip, charge slip, tax return (income or other), requisition, file, study, graph, or tabulation, and any and all other writings and recordings of whatever nature, and any other data compilation from which information can be obtained, translated, if necessary, by the respondent through detection devices into reasonable usable form; including, without limitation, all things meeting the definition of “documents” or “electronically stored information” set forth in Rule 34 of the Federal Rules of Civil Procedure, as incorporated by Rules 7034 and 9014 of the Federal Rules of Bankruptcy Procedure, as applicable, or meeting the definition of “writing” or “recording” set forth in Rule 1001 of the Federal Rules of Evidence. Any document with any marks such as initials, comments, or notations of any kind is not deemed to be identical to one without such marks and is a separate document within the meaning of this term.

communications,⁵ and other information (or copies thereof) (collectively, “Information”) in the possession and control of the Reorganized Debtors that may reasonably be necessary for the liquidation of the Litigation Trust Assets or that may reasonably facilitate the prosecution of the Permitted Litigation Claims, including: (a) all Information [provided to Petrillo Klein + Boxer LLP or Akin Gump Strauss Hauer & Feld LLP in connection with the Freedom HoldCo Independent Investigation and the independent investigations conducted by Petrillo Klein + Boxer LLP, as well as complete and unredacted versions of the reports prepared by the Freedom HoldCo Independent Director and Petrillo Klein + Boxer LLP (which unredacted reports may be provided to the Litigation Trustee and the members of the Litigation Trust Advisory Board on a confidential basis)], (b) all Information produced by the Debtors in discovery in the Chapter 11 Cases, (c) a copy of all the Debtors’ prepetition books and records from January 1, 2022 through January 1, 2024; and (d) such other Information that the Reorganized Debtors and the Litigation Trust may agree upon after conferring in good faith; *provided* that, notwithstanding anything to the contrary herein, the Reorganized Debtors shall not be required to (i) incur any liability for any fees or expenses (including any indemnification obligations) that may result from any such cooperation and any documented costs and expenses incurred by the Reorganized Debtors in connection therewith shall be borne or promptly reimbursed by Litigation Trust (which shall, in each case, constitute Litigation Trust Expenses hereunder), or (ii) take any actions in connection with any of the Reorganized Debtor’s cooperation obligations hereunder that the Reorganized Debtors reasonably determine would harm the merits of, create defenses to, or otherwise prejudice the Reorganized Debtors’ Retained Causes of Action following good-faith consultation and

⁵ For the avoidance of doubt, for purposes of this Section 2.6, “communications” shall include any oral or written utterance, notation, or statement of any nature whatsoever between or among two or more Persons, by or to whomsoever made, and including without limitation, correspondence, documents, conversations, dialogues, discussions, e-mail, interviews, text messages, consultations, agreements, and other understandings.

coordination between the Reorganized Debtors and the Litigation Trustee.]]⁶

2.6.2 The Reorganized Debtors (or their respective Professionals) shall arrange for the Litigation Trustee to receive (i) an updated Claims Register of OpCo General Unsecured Claims and Freedom HoldCo General Unsecured Claims from the Claims Agent within thirty (30) days after the Effective Date and, if applicable, (ii) a register of Holders of any Prepetition First Lien Loan Claims, any Prepetition Second Lien Loan Claims, and any Prepetition HoldCo Loan Claims.

2.7 Duties of the Debtors and the Reorganized Debtors. The Debtors and the Reorganized Debtors, as applicable, shall have no responsibility or obligation with respect to the Litigation Trust or Litigation Trust Assets after the Effective Date, other than to comply with Sections 2.3 and 2.6 of this Agreement. [To the extent the Reorganized Debtors are obligated to take any action pursuant to this Agreement, unless otherwise expressly set forth herein, the Reorganized Debtors shall only be required to use commercially reasonable efforts in taking such action and the Reorganized Debtors shall coordinate and consult with the Litigation Trustee to ensure that such actions are commercially reasonable (subject to the unqualified cooperation of the Specific Personnel).] For the avoidance of doubt, the Reorganized Debtors shall not be required to incur any liability for any fees or expenses (including any indemnification obligations) that may result from such compliance and any documented costs and expenses incurred by the Reorganized Debtors in connection therewith shall be borne or promptly reimbursed by Litigation Trust (which shall, in each case, constitute Litigation Trust Expenses hereunder).

⁶ Capitalized terms in Section 2.6 not otherwise defined in the Plan or Confirmation Order, as set forth in Section 1.2, shall have the meanings ascribed to them in the Disclosure Statement [Docket No. 151].

2.8 No Retention of Excess Cash. Notwithstanding anything in this Agreement to the contrary, but subject to any applicable consultation rights set forth in this Agreement, under no circumstances shall the Litigation Trust or the Litigation Trustee retain Cash in excess of a reasonable amount to meet Claims, expenses (including any litigation expenses incurred in connection with prosecuting the Permitted Litigation Claims), and contingent liabilities or to maintain the value of the Litigation Trust Assets during liquidation other than reserves established pursuant to Article III and/or Section 5.1.1 of this Agreement, and shall distribute all amounts not required to be retained for such purposes and not otherwise required to be distributed to the Litigation Trust Beneficiaries as promptly as reasonably practicable in accordance with the Plan and this Agreement.

2.9 Acceptance by Litigation Trustee. The Litigation Trustee accepts its appointment as Litigation Trustee of the Litigation Trust.

2.10 Appointment of the Litigation Trust Advisory Board. The members of the Litigation Trust Advisory Board are hereby appointed, effective as of the Effective Date, pursuant to the terms and conditions set forth in Section 4.1 of this Agreement.

2.11 Privileges.

2.11.1 [All attorney-client privileges, work product protections and other privileges, immunities or protections from disclosure (the “Privileges”) held by any one or more of the applicable Debtors (including any pre-petition or post-petition committee or subcommittee of the board of directors or equivalent governing body of any of the Debtors and their respective predecessors) related to the Litigation Trust Assets are hereby transferred and assigned to the Litigation Trust. The Debtors and/or the Reorganized Debtors shall not withhold any Information required to be provided to the Litigation Trustee under this Agreement on the basis that it is subject

to any Privileges.] Information transferred by the Debtors and/or the Reorganized Debtors that is subject to such Privileges (the “Transferred Privileged Information”) shall include documents and information of all manners, whether oral, written, or digital, and whether or not previously disclosed or discussed. For the avoidance of doubt, the Privileges shall include any right to preserve or enforce a privilege that arises from any joint defense, common interest, or similar agreement involving any of the Debtors.

2.11.2 The foregoing transfer and assignment shall vest the Privileges concerning the Transferred Privileged Information in the Litigation Trust, consistent with sections 1123(a)(5)(B) and 1123(b)(3)(B) of the Bankruptcy Code, for the benefit of the Litigation Trust and the Litigation Trust Beneficiaries. [The Litigation Trust shall have the authority and discretion to maintain the Privileges and keep the Transferred Privileged Information confidential or waive any Privileges and/or disclose and/or use in litigation or any proceeding any or all of the Transferred Privileged Information; *provided, however*, that the Litigation Trust may not, without good-faith consultation and coordination between the Litigation Trustee and the Reorganized Debtors, (i) waive any Privileges in respect of Transferred Privileged Information, or (ii) use or disclose any Transferred Privileged Information. The Reorganized Debtors may not make disclosure in a manner that could effectuate a waiver of any Privileges in respect of Transferred Privileged Information without good-faith consultation and coordination between the Litigation Trustee and the Reorganized Debtors. If the Litigation Trustee or the Reorganized Debtors object to an action proposed to be taken by the other with regard to records, documents, or information related to the Litigation Trust Assets that are covered by the Privileges (or a disclosure that would result in a waiver), the parties shall be permitted to raise the issue with the Bankruptcy Court. The objecting party shall bear the burden of proof. Each of the parties shall bear its own costs and

expenses, including attorneys' fees, incurred in connection with such dispute. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall operate as a waiver of any privileges held and retained by the Reorganized Debtors, including, but not limited to, the Privileges that are transferred to the Litigation Trust hereunder.]

ARTICLE III

ADMINISTRATION OF LITIGATION TRUST

3.1 Rights, Powers, and Privileges of Litigation Trustee Generally. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, as of the Effective Date, the Litigation Trustee, on behalf of the Litigation Trust, may, subject to the oversight of the Litigation Trust Advisory Board, control and exercise authority and dominion over the Litigation Trust Assets, over the acquisition, management, and disposition thereof, and over the management and conduct of the affairs of the Litigation Trust in accordance with the Plan and this Agreement. Subject to the oversight of the Litigation Trust Advisory Board set forth herein, in administering the Litigation Trust Assets, the Litigation Trustee shall, among other things, in an expeditious but commercially reasonable manner, (i) liquidate and convert to Cash the Litigation Trust Assets, (ii) make timely distributions in accordance with this Agreement and the Plan, and (iii) exercise reasonable business judgment and not unduly prolong the Litigation Trust's duration. Notwithstanding anything in the Plan or this Agreement to the contrary, the Litigation Trustee shall always act consistently with, and not contrary to, the purpose of the Litigation Trust as set forth in this Agreement and the Plan.

3.2 Power to Contract. In consultation with the Litigation Trust Advisory Board, in furtherance of the purpose of the Litigation Trust, and except as otherwise specifically restricted in the Plan, the Confirmation Order, or this Agreement, the Litigation Trustee shall have the right

and power on behalf of the Litigation Trust and also may cause the Litigation Trust to enter into any covenants or agreements binding the Litigation Trust, and to execute, acknowledge, and deliver any and all instruments that are necessary or deemed by the Litigation Trustee to be consistent with, and advisable in, furthering the purpose of the Litigation Trust, including, without limitation, with respect to the Permitted Litigation Claims.

3.3 Ultimate Right to Act Based on Advice of Counsel or Other Professionals. In consultation with the Litigation Trust Advisory Board, nothing in this Agreement shall be deemed to prevent the Litigation Trustee from taking or refraining to take any action on behalf of the Litigation Trust that, based upon the advice of counsel or other professionals, the Litigation Trustee determines it is obligated to take or to refrain from taking in the performance of any duty that the Litigation Trustee may owe the Litigation Trust Beneficiaries or any other Person under the Plan, the Confirmation Order, or this Agreement.

3.4 Powers of Litigation Trustee. Without limiting the generality of the above Section 3.1, in furtherance of, consistent with, and unless otherwise specifically limited or restricted by the purpose, terms, and conditions of the Plan, the Confirmation Order, or this Agreement, the Litigation Trustee shall, in consultation with the Litigation Trust Advisory Board, in addition to the powers granted in the Plan and the Confirmation Order, and those powers set forth herein, at the sole cost and expense of the Litigation Trust, have the power to take the following actions on behalf of the Litigation Trust and any powers reasonably incidental thereto that the Litigation Trustee, in its reasonable discretion, deems necessary or appropriate to fulfill the purpose of the Litigation Trust:

3.4.1 hold legal title to the Litigation Trust Assets and to any and all rights of the Freedom HoldCo Debtors and the OpCo Debtors (including as Reorganized Debtors, as applicable) and the Litigation Trust Beneficiaries in or arising from the Litigation Trust Assets;

3.4.2 receive, maintain, conserve, supervise, prosecute, collect, settle, manage, adjust, invest, protect, enforce, and, where appropriate, cause the Litigation Trust to abandon the Litigation Trust Assets, including causing the Litigation Trust to invest any monies held as Litigation Trust Assets in accordance with the terms of Section 3.9 hereof;

3.4.3 cause the Litigation Trust to investigate, pursue, litigate, and/or settle the Permitted Litigation Claims;

3.4.4 open and maintain bank accounts or any other accounts on behalf of, or in the name of, the Litigation Trust;

3.4.5 cause the Litigation Trust to enter into any agreement or execute any document or instrument required by or consistent with the Plan, the Confirmation Order, or this Agreement, and to perform all obligations thereunder;

3.4.6 receive, collect, hold, administer, and liquidate any and all of the Litigation Trust Assets, including, without limitation, the sale of any Litigation Trust Assets;

3.4.7 protect and enforce the rights to the Litigation Trust Assets (including, without limitation, the Permitted Litigation Claims) vested in the Litigation Trust and the Litigation Trustee by this Agreement by any method deemed appropriate, including, without limitation, by judicial proceedings or otherwise;

3.4.8 investigate any potential Permitted Litigation Claims and cause the Litigation Trust to seek the examination of any Person pursuant to Federal Rule of Bankruptcy Procedure 2004 in relation to the Permitted Litigation Claims;

3.4.9 investigate any Permitted Litigation Claims and review, reconcile, compromise, settle or object to OpCo General Unsecured Claims and Freedom HoldCo General Unsecured Claims as set forth in the Plan, and cause the Litigation Trust to seek the examination of any Person pursuant to Federal Rule of Bankruptcy Procedure 2004 in relation to the Permitted Litigation Claims; *provided, however*, that the Litigation Trust shall not be permitted to seek relief under Bankruptcy Rule 2004 as against (i) any current employees, officers, or directors of the Reorganized Debtors, (ii) the DIP Agent and the DIP Lenders, (iii) the Freedom Lender Group, and (iv) the Ad Hoc Group;

3.4.10 cause the Litigation Trust to employ or retain professionals, including without limitation, a distribution agent, and other agents, attorneys, financial advisors, independent contractors, and third parties pursuant to this Agreement and pay the reasonable compensation thereof as Litigation Trust Expenses; *provided, however*, that none of Paul Hastings LLP, White & Case LLP or Pachulski Stang Ziehl & Jones LLP shall serve as counsel to the Litigation Trust, the Litigation Trustee, or the Litigation Trust Advisory Board;

3.4.11 cause the Litigation Trust to pay all of its lawful expenses, debts, charges, taxes, and other liabilities, and make all other payments relating to the Litigation Trust Assets as Litigation Trust Expenses, solely out of the Litigation Trust Assets;

3.4.12 cause the Litigation Trust to review, reconcile, investigate, pursue, prosecute, enforce, collect, compromise, settle, abandon, or elect not to pursue all Disputed OpCo General Unsecured Claims, Disputed Freedom HoldCo General Unsecured Claims and the Permitted Litigation Claims;

3.4.13 calculate, authorize, and make all distributions to holders of Litigation Trust Units as provided for in, or contemplated by, the Plan and this Agreement;

3.4.14 establish, adjust, and maintain a Litigation Trust Disputed Claims Reserve;

3.4.15 cause the Litigation Trust to withhold from the amount distributable to any Person the maximum amount needed to pay any tax or other charge that the Litigation Trustee has determined, based upon the advice of its agents and/or professionals, may be required to be withheld from such distribution under the income tax or other Laws of the United States or of any state or political subdivision thereof;

3.4.16 in reliance upon the Debtors' Schedules and the official Claims Register maintained in the Chapter 11 Cases, review, and, where appropriate, cause the Litigation Trust to Allow or object to OpCo General Unsecured Claims or Freedom HoldCo General Unsecured Claims, and supervise and administer the Litigation Trust's commencement, prosecution, settlement, compromise, withdrawal, or resolution of all objections to the Disputed OpCo General Unsecured Claims and Disputed Freedom HoldCo General Unsecured Claims permitted to be administered by the Litigation Trust in accordance with the Plan; *provided, however*, that the Litigation Trustee shall not be permitted to object to any Prepetition First Lien Loan Claims, Prepetition Second Lien Loan Claims, or Prepetition HoldCo Loan Claims;

3.4.17 in reliance upon the Debtors' Schedules and the Claims Register maintained in the Chapter 11 Cases, maintain a register evidencing the Litigation Trust Units held by each Litigation Trust Beneficiary and, in accordance with Section 3.10 of this Agreement, such register may be the official Claims Register maintained in the Chapter 11 Cases;

3.4.18 without limitation of, and as set forth in Section 3.4.15 of this Agreement, cause the Litigation Trust to make all tax withholdings, file tax information returns, file and prosecute tax refund claims, make tax elections by and on behalf of the Litigation Trust, and file tax returns for the Litigation Trust as a grantor trust under Internal Revenue Code section 671 and

Treasury Regulation section 1.671-4 pursuant to and in accordance with the Plan and Article VIII hereof (subject to the treatment of any portion of the Litigation Trust as a DOF or other separate Entity), and pay taxes, if any, payable for and on behalf of the Litigation Trust; *provided, however*, neither the Litigation Trust nor the Litigation Trustee shall have any responsibility or liability in any capacity whatsoever for the filing of Debtors' income tax returns for any period either prior to or after the Effective Date;

3.4.19 cause the Litigation Trust to abandon or donate to a charitable organization that qualifies for non-profit status under Internal Revenue Code section 501(c)(3) any Litigation Trust Assets that the Litigation Trustee, in consultation with the Litigation Trust Advisory Board, determines to be too impractical to distribute to the Litigation Trust Beneficiaries or of inconsequential value to the Litigation Trust and the Litigation Trust Beneficiaries;

3.4.20 cause the Litigation Trust to send annually to Litigation Trust Beneficiaries, in accordance with the applicable tax Laws, a separate statement stating a Litigation Trust Beneficiary's interest in the Litigation Trust and its share of the Litigation Trust's income, gain, loss, deduction, or credit, and to instruct all such Litigation Trust Beneficiaries to report such items on their United States federal tax returns, as applicable;

3.4.21 cause the Litigation Trust to seek a determination of tax liability or refund of the Litigation Trust (including any Litigation Trust Disputed Claims Reserve treated as a DOF (if elected) or other separate Entity) under section 505 of the Bankruptcy Code;

3.4.22 cause the Litigation Trust to establish such reserves for taxes, assessments and other Litigation Trust Expenses as may be necessary and appropriate for the proper operation of matters incident to the Litigation Trust;

3.4.23 cause the Litigation Trust to purchase and carry all insurance policies that the Litigation Trustee deems reasonably necessary or advisable and to pay all associated insurance premiums and costs;

3.4.24 undertake all administrative functions of the Litigation Trust, including overseeing the winding down and termination of the Litigation Trust;

3.4.25 exercise, implement, enforce, and discharge all of the applicable and relevant terms, conditions, powers, duties, and other provisions of the Plan, the Confirmation Order, and this Agreement; and

3.4.26 take all other actions consistent with this Agreement, the Plan, and the Confirmation Order, that the Litigation Trustee deems reasonably necessary or desirable to administer the Litigation Trust.

3.4.27 Notwithstanding anything to the contrary herein, the Litigation Trustee shall not invest any Litigation Trust Assets, proceeds thereof, or any income earned by the Litigation Trust unless such investment is permitted to be made by a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d), as reflected therein, or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities, including Revenue Procedure 94-45, 1994-2 C.B. 684. The Litigation Trustee shall not be liable for interest or obligated to produce income on any moneys received by the Litigation Trust hereunder and held for distribution or payment, except as such interest or other income shall actually be received by the Litigation Trustee.

3.5 Limitations on Power and Authority of Litigation Trustee. Notwithstanding anything to the contrary contained herein, the Litigation Trustee shall not have the authority to (i) take any action in contravention of the Plan, the Confirmation Order, or this Agreement; (ii) take

any action that would make it impossible to carry on the activities of the Litigation Trust; (iii) possess property of the Litigation Trust or assign the Litigation Trust's rights in specific property for any purpose other than as provided herein; (iv) raise any financing, including any litigation financing, unless such financing is on market terms, and an equal opportunity to participate in such financing is offered on the same terms and on a *pro rata* basis to all Litigation Trust Beneficiaries; or (v) make any distribution to Litigation Trust Beneficiaries, unless such distributions are made on *pro rata* basis subject to the Litigation Trust Units Allocations.

3.6 Authority to Pursue the Permitted Litigation Claims. In consultation with the Litigation Trust Advisory Board, the Litigation Trust shall have sole and absolute discretion with respect to the right, power, and interest to investigate, review, pursue, reconcile, prosecute, enforce, collect, compromise, settle, or elect not to pursue the Permitted Litigation Claims. Except as otherwise provided in the Plan or the Confirmation Order, the Litigation Trust shall be vested with, and shall be entitled to assert all setoffs, cross-claims, defenses, and Causes of Action, whether arising at law or in equity, of the Freedom HoldCo Debtors, the OpCo Debtors or the Litigation Trust to any counterclaims that may be asserted by any defendant with respect to the Permitted Litigation Claims. The Litigation Trust, acting by and through the Litigation Trustee, shall be the sole representative of the Freedom HoldCo Debtors' and OpCo Debtors' Estates under section 1123(b)(3) of the Bankruptcy Code with respect to the Permitted Litigation Claims.

3.6.1 Notwithstanding the Debtors or Reorganized Debtors providing any privileged information to the Litigation Trust or the Litigation Trustee, such privileged information shall be without waiver in recognition of the joint and/or successor interest in investigating and prosecuting the Permitted Litigation Claims and shall remain privileged.

3.6.2 The Litigation Trustee will exercise its reasonable business judgment in

prosecuting the causes of action held by the Litigation Trust. Except as otherwise expressly set forth in this Agreement, the Litigation Trustee, in consultation with the Litigation Trust Advisory Board, shall have sole discretion with respect to the prosecution, settlement, or other resolution of Permitted Litigation Claims as it determines are in the best interests of the holders of the Litigation Trust Units and consistent with its fiduciary duties and the purposes of the Litigation Trust, and shall have no liability for the outcome of its decision.

3.7 Responsibility for Administration of Claims. From and after the Effective Date, the Litigation Trust shall, subject to any applicable consultation rights set forth in this Agreement, become responsible for administering and paying distributions to Holders of Litigation Trust Units *on a pro rata* basis, subject to the Litigation Trust Units Allocation. The Litigation Trust, acting by and through the Litigation Trustee, shall have the right after the Effective Date to object to the allowance of any OpCo General Unsecured Claim or Freedom HoldCo General Unsecured Claim on any ground, to file, withdraw, or litigate to judgment objections to such Claims, to settle or compromise any Disputed OpCo General Unsecured Claims or Freedom HoldCo General Unsecured Claims without any further notice to or action, order or approval by the Bankruptcy Court, and to assert all defenses of the Freedom HoldCo Debtors, the OpCo Debtors, and their respective Estates; *provided* that the Litigation Trust shall consult with the Reorganized Debtors prior to taking such action to the extent such action may have an adverse impact on the Reorganized Debtors' Retained Causes of Action. Except as set forth herein or in the Plan, the Litigation Trust, acting by and through the Litigation Trustee, shall also be entitled to assert all of the Freedom HoldCo Debtors', the OpCo Debtors', and their respective Estates' rights under, without limitation, section 558 of the Bankruptcy Code, and may seek estimation of any OpCo

General Unsecured Claims or Freedom HoldCo General Unsecured Claims under and subject to section 502(c) of the Bankruptcy Code.

3.8 Agents and Professionals. Subject to Section 3.5.3 and this Section 3.8, the Litigation Trustee may, but shall not be required to, consult with and retain attorneys, financial advisors, accountants, appraisers, and other professionals the Litigation Trustee believes have qualifications necessary to assist in the administration of the Litigation Trust. For the avoidance of doubt, and without limitation of applicable Law, nothing in this Agreement (other than Section 3.5.3 and this Section 3.8) shall limit the Litigation Trustee from engaging counsel or other professionals, including the Litigation Trustee itself or the Litigation Trustee's firm or their affiliates, to do work for the Litigation Trust; *provided* that, none of Paul Hastings LLP, White & Case LLP or Pachulski Stang Ziehl & Jones LLP shall serve as counsel to the Litigation Trust, the Litigation Trustee, or the Litigation Trust Advisory Board. The Litigation Trustee shall pay the reasonable salaries, fees, and/or expenses of such Persons out of the Litigation Trust Assets in the ordinary course of business as Litigation Trust Expenses without the need for Bankruptcy Court approval.

3.9 Safekeeping and Investment of the Litigation Trust Assets. All monies and other assets received by the Litigation Trustee shall, until distributed or paid over as provided herein and in the Plan, be held in trust for the benefit of the Litigation Trust Beneficiaries, but need not be segregated in separate accounts from other Litigation Trust Assets, unless and to the extent required by Law or the Plan. Except for any liability arising from the Litigation Trustee's breach of its fiduciary duties expressly preserved herein, neither the Litigation Trust nor the Litigation Trustee shall have any liability for interest or producing income on any monies received by them and held for distribution on account of the Litigation Trust Beneficiaries except as such interest

shall actually be received by the Litigation Trust or the Litigation Trustee, which shall be distributed as provided herein and in the Plan. Except as otherwise provided by the Plan, the powers of the Litigation Trustee to invest any monies held by the Litigation Trust, other than those powers reasonably necessary to maintain the value of the assets and to further the Litigation Trust's liquidating purpose, shall be limited to powers to invest in demand and time deposits, such as short-term certificates of deposit, in banks or other savings institutions, or other temporary liquid investments, such as treasury bills or money market funds that invest exclusively in United States Treasury bills and United States Treasury notes; *provided, however*, that the scope of permissible investments shall be limited to include only those investments that a "liquidating trust," within the meaning of Treasury Regulation section 301.7701-4(d), may be permitted to hold pursuant to the Treasury Regulations, or any Internal Revenue Service guidelines, whether set forth in Internal Revenue Service rulings, Internal Revenue Service pronouncements, or otherwise. For the avoidance of doubt, the provisions of section 11-2.3 of the Estates, Powers, and Trusts Law of New York shall not apply to this Agreement. Notwithstanding the foregoing, the Litigation Trustee shall not be prohibited from engaging in any trade or business on its own account, *provided that* such activity does not interfere or conflict with the Litigation Trustee's administration of the Litigation Trust (including the Litigation Trust's status as a "liquidating trust" for tax purposes).

3.10 Maintenance and Disposition of Litigation Trust and Debtor Records. The Litigation Trustee shall maintain accurate records of the administration of the Litigation Trust Assets, including receipts and disbursements and other activity of the Litigation Trust. The Litigation Trust may (at its sole cost and expense), but has no obligation to, engage a claims agent (including, but not limited to, the Debtors' Claims Agent) to continue to maintain and update the Claims Register maintained in the Chapter 11 Cases throughout the administration of the Litigation

Trust. To the extent of any General Unsecured Claims reflected thereon, the Claims Register may serve as the Litigation Trustee's register of Litigation Trust Units held by Litigation Trust Beneficiaries. The books and records maintained by the Litigation Trustee and any records of the Debtors transferred to the Litigation Trust may be disposed of by the Litigation Trustee at the later of (i) such time as the Litigation Trustee, in consultation with the Litigation Trust Advisory Board, determines that the continued possession or maintenance of such books and records is no longer necessary for the benefit of the Litigation Trust or the Litigation Trust Beneficiaries and (ii) upon the termination and completion of the winding down or dissolution of the Litigation Trust.

3.11 Reporting Requirements. The Litigation Trustee shall provide the Reorganized Debtors, U.S. Trustee, the Litigation Trust Advisory Board, and the Bankruptcy Court the information and reports they may reasonably request concerning the administration of the Litigation Trust.

3.12 No Bond Required; Procurement of Insurance. Notwithstanding any state or other applicable Law to the contrary, the Litigation Trustee (including any successor Litigation Trustee) shall be exempt from giving any bond or other security in any jurisdiction and shall serve hereunder without bond. The Litigation Trustee is hereby authorized, but not required, to obtain all reasonable insurance coverage for itself, the Litigation Trust Advisory Board, or their respective agents, representatives, employees, or independent contractors, including, without limitation, coverage with respect to the liabilities, duties, and obligations of the Litigation Trustee and its agents, representatives, employees, or independent contractors under this Agreement. The cost of any such insurance coverage shall be an expense of the Litigation Trust, constitute Litigation Trust Expenses, and be paid out of the Litigation Trust Assets.

3.13 Fiduciary and Other Duties. [Notwithstanding anything in the Plan or this Agreement to the contrary, the Litigation Trustee shall always act in the best interests of the Litigation Trust Beneficiaries and in furtherance of the purpose of the Litigation Trust as described herein and as set forth in the Plan. The Litigation Trustee shall have a fiduciary duty of care and loyalty to the Litigation Trust Beneficiaries (which shall not include, for the avoidance of doubt, the Debtors or the Reorganized Debtors) and shall otherwise have fiduciary duties consistent with the fiduciary duties that a member of an official committee appointed pursuant to section 1102 of the Bankruptcy Code has to the creditor constituents represented by such committee and shall exercise his, her, or its responsibilities accordingly. Except for obligations expressly imposed on the Litigation Trustee by this Agreement, to the extent that, at law or in equity, the Litigation Trustee has duties (including fiduciary duties, other than any fiduciary duties expressly preserved herein) to the Litigation Trust Beneficiaries or to any other person that is a party to or is otherwise bound by this Agreement, such duties are hereby eliminated by this Agreement to the fullest extent permitted by applicable law; *provided, however*, that this Agreement does not eliminate the implied contractual covenant of good faith and fair dealing.]

ARTICLE IV

THE LITIGATION TRUST ADVISORY BOARD

4.1 Appointment of the Litigation Trust Advisory Board. On or prior to the Effective Date, a three-person Litigation Trust Advisory Board shall be appointed and include: (i) two designees of the Freedom HoldCo Debtors (which designees shall be selected by the Freedom Lender Group) and (ii) one designee of the OpCo Debtors (which designee shall be selected by the Creditors' Committee with the consent of the Required Consenting First Lien Lenders) (each designee, a "Member"). The initial Members of the Litigation Trust Advisory Board are Parties

to this Agreement. No Member of the Litigation Trust Advisory Board shall be the Litigation Trustee.

4.2 Fiduciary Duties. The Litigation Trust Advisory Board and its Members shall have fiduciary duties to the Litigation Trust Beneficiaries consistent with the fiduciary duties that a member of an official committee appointed pursuant to section 1102 of the Bankruptcy Code has to the creditor constituents represented by such committee and shall exercise his, her, or its responsibilities accordingly; [*provided, however*, that the Litigation Trust Advisory Board shall not owe fiduciary obligations to the Debtors, the Reorganized Debtors, or any defendants of Permitted Litigation Claims in their capacities as such, it being the intent of such fiduciary duties to ensure that the Litigation Trust Advisory Board's obligations are to maximize the value of the Litigation Trust Assets, including the Permitted Litigation Claims.] In all circumstances, the Litigation Trust Advisory Board shall act in the best interests of the Litigation Trust Beneficiaries and in furtherance of the purpose of the Litigation Trust.

4.3 Authority and Responsibilities.

4.3.1 The Litigation Trust Advisory Board shall have the authority and responsibility to (i) monitor and oversee the administration of the Litigation Trust, (ii) monitor and oversee the activities and performance of the Litigation Trustee, (iii) designate another Person to become the Litigation Trustee in the event of the resignation or removal for Cause (as defined in Section 9.3 herein), liquidation, dissolution, death, or incapacity of the Litigation Trustee in accordance with Section 9.5 hereof, and (iv) perform such other tasks as expressly set forth in the Plan, the Confirmation Order, and this Agreement.

4.3.2 The Litigation Trust Advisory Board shall, as and when requested by the Litigation Trustee, or when the Members otherwise deem it to be appropriate or as is otherwise

required under the Plan, the Confirmation Order, or this Agreement, consult with and advise the Litigation Trustee as to the administration and management of the Litigation Trust in accordance with the Plan, the Confirmation Order, and this Agreement.

4.3.3 Members of the Litigation Trust Advisory Board shall make themselves reasonably available for consultation by the Litigation Trust Beneficiaries.

4.4 Regular Meetings of the Litigation Trust Advisory Board. The first meeting of the Litigation Trust Advisory Board shall occur no later than thirty (30) calendar days after the Effective Date. Meetings of the Litigation Trust Advisory Board are to be held at least quarterly.

4.5 Special Meetings of the Litigation Trust Advisory Board. Special meetings of the Litigation Trust Advisory Board may be held whenever and wherever called for by any Member; *provided* that notice of any such special meeting shall be duly given in writing no less than 48 hours prior to such special meeting (such notice being subject to waiver by the Members).

4.6 Litigation Trust Advisory Board's Action Without a Meeting. Any action required or permitted to be taken by the Litigation Trust Advisory Board at a meeting may be taken without a meeting if the action is taken by unanimous written consent of the Litigation Trust Advisory Board as evidenced by a written consent describing the action taken, signed by all Members.

4.7 Regular Meetings of the Litigation Trustee and the Litigation Trust Advisory Board. Meetings of the Litigation Trustee and the Litigation Trust Advisory Board are to be held with such frequency and at such place as the Litigation Trustee and the Litigation Trust Advisory Board may determine in their sole discretion, but in no event shall such meetings be held less frequently than quarterly.

4.8 Special Meetings of the Litigation Trustee and the Litigation Trust Advisory Board.

Special meetings of the Litigation Trustee and the Litigation Trust Advisory Board may be held whenever and wherever called for by the Litigation Trustee or any Member; *provided* that notice of any such special meeting shall be duly given in writing no less than 48 hours prior to such special meeting (such notice being subject to waiver by the Litigation Trustee and the Members).

4.9 Manner of Acting.

4.9.1 A majority of the total number of Members of the Litigation Trust Advisory Board then in office shall constitute a quorum for the transaction of business at any meeting of the Litigation Trust Advisory Board; *provided, however*, that a quorum any meeting of the Litigation Trust Advisory Board will require the attendance of the Member designated by the OpCo Debtors pursuant to their designation right (subject to the applicable consent rights). The affirmative vote of a majority of the votes of all Members present and entitled to vote at a meeting of the Litigation Trust Advisory Board at which a quorum is present shall be the act of the Litigation Trust Advisory Board, except as otherwise required by Law or as provided in this Agreement. In the absence of a quorum at any meeting of the Litigation Trust Advisory Board, a majority of the votes of the Members present and entitled to vote may adjourn the meeting from time to time without further notice, other than announcement at the meeting, until a quorum shall be present. Each Member shall have one (1) vote on all matters submitted to the Litigation Trust Advisory Board for the vote, consent or approval of the Litigation Trust Advisory Board (other than matters for which such Member is not entitled to vote, as expressly set forth in this Agreement).

4.9.2 Any or all of the Members may participate in a regular or special meeting by, or conduct the meeting through the use of, conference telephone, video conference or similar communications equipment by means of which all Persons participating in the meeting may hear

each other. Any Member participating in a meeting by this means is deemed to be present in person at the meeting. Voting (including on negative notice) may be conducted by e-mail or individual communications by the Litigation Trustee and each Member.

4.9.3 Any Member who is present and entitled to vote at a meeting of the Litigation Trust Advisory Board (including any meeting of the Litigation Trustee and the Litigation Trust Advisory Board) when action is taken is deemed to have assented to the action taken, subject to the requisite vote of the Litigation Trust Advisory Board, unless: (i) such Member of the Litigation Trust Advisory Board objects at the beginning of the meeting (or promptly upon his/her arrival) to holding or transacting business at the meeting; (ii) his/her dissent or abstention from the action taken is entered in the minutes of the meeting; or (iii) he/she delivers written notice (including by electronic or facsimile transmission) of his/her dissent or abstention to the Litigation Trust Advisory Board before its adjournment. The right of dissent or abstention is not available to any Member of the Litigation Trust Advisory Board who votes in favor of the action taken.

4.9.4 Prior to the taking of a vote on any matter or issue or the taking of any action with respect to any matter or issue, each Member of the Litigation Trust Advisory Board shall report to the Litigation Trust Advisory Board any conflict of interest such Member has or may have with respect to the matter or issue at hand and fully disclose the nature of such conflict or potential conflict (including, without limitation, disclosing any and all financial or other pecuniary interests that such Member may have with respect to or in connection with such matter or issue, other than solely as a holder of Litigation Trust Units). A Member who, with respect to a matter or issue, has or who may have a conflict of interest whereby such Member's interests are adverse to the interests of the Litigation Trust (i) shall be deemed to be a "Conflicted Member" who shall not be entitled to vote or take part in any action with respect to such matter or issue, (ii) the vote

or action with respect to such matter or issue shall be undertaken only by Members of the Litigation Trust Advisory Board who are not Conflicted Members; and (iii) notwithstanding anything contained herein to the contrary, the affirmative vote of only a majority of the Members of the Litigation Trust Advisory Board who are not Conflicted Members shall be required to approve of such matter or issue and the same shall be the act of the Litigation Trust Advisory Board; *provided* that a Member shall not be deemed to be a Conflicted Member with respect to a particular matter or issue if such Member merely has an economic interest in the outcome of such matter or issue solely as a holder of Litigation Trust Units.

4.9.5 The Members of the Litigation Trust Advisory Board shall have the authority to designate any Person to act on their behalf, including, without limitation, to attend, participate in and vote at meetings of the Litigation Trust Advisory Board.

4.9.6 Compensation. Unless determined by the Litigation Trust Advisory Board, no Member shall be entitled to compensation in connection with his/her service to the Litigation Trust Advisory Board.

4.10 Reimbursement of Expenses. The Litigation Trust shall reimburse all reasonable and documented out-of-pocket expenses incurred by the Members of the Litigation Trust Advisory Board in connection with the performance of each of their duties hereunder and shall reimburse all such Members for any and all losses, liabilities, expenses, or damages that such Members may, in good faith and without willful misconduct, gross negligence, or fraud, sustain in the exercise and performance of any of the powers and duties of the Litigation Trust Advisory Board under this Agreement.

4.10.1 The Litigation Trust Advisory Board shall have no obligation or responsibility to retain, engage or consult any attorneys, professionals or other advisors, and in the

event the Litigation Trust Advisory Board elects to retain, engage or consult any such persons, the Litigation Trust shall have no obligation to pay any of the fees, costs or expenses of such persons, except that the Litigation Trust shall pay an amount jointly agreed by the Litigation Trustee and the unanimous vote of the Litigation Trust Advisory Board for the fees, costs or expenses of any attorneys engaged by unanimous vote of the Litigation Trust Advisory Board at reasonable rates to advise the Litigation Trust Advisory Board on its rights and responsibilities under this Agreement; *provided, however*, that none of Paul Hastings LLP, White & Case LLP or Pachulski Stang Ziehl & Jones LLP shall serve as counsel to the Litigation Trust Advisory Board.

4.10.2 The Litigation Trust Advisory Board shall have the right to cause the Litigation Trust to purchase insurance coverage with respect to the liabilities and obligations of its Members under this Agreement, except to the extent that such liabilities and obligations are covered by other insurance applicable to the service of such Members of the Litigation Trust Advisory Board.

4.11 Tenure of the Members of the Litigation Trust Advisory Board. The authority of the Members of the Litigation Trust Advisory Board will be effective as of the Effective Date and will remain and continue in full force and effect until the Litigation Trust is terminated in accordance with Section 10.3. The Members will serve until such Member's successor is duly appointed or until such Member's earlier resignation, removal, death (in the case of a Member that is a natural Person), or dissolution (in the case of a Member that is not a natural Person).

4.12 Resignation of the Members of the Litigation Trust Advisory Board. A Member may resign by giving not less than thirty (30) days' prior written notice of resignation to the Litigation Trustee and the other Members. Such resignation shall become effective on the later to occur of: (i) the day specified in such notice and (ii) the appointment of a successor.

4.13 Removal of the Members of the Litigation Trust Advisory Board. A Member may be removed from the Litigation Trust Advisory Board for Cause by motion in the Bankruptcy Court made either by (a) the Litigation Trustee;(b) any Litigation Trust Beneficiary, or (c) *sua sponte* by the Bankruptcy Court.

4.14 Appointment of a Successor Member of the Litigation Trust Advisory Board.

4.14.1 In the event of a vacancy on the Litigation Trust Advisory Board (whether by resignation, removal, death or dissolution), the Litigation Trust Beneficiary that originally appointed the vacating Member shall be entitled to appoint a Person or Entity as a successor to the vacating Member; *provided*, that the Ad Hoc Group will be substituted for the Creditors' Committee for this purpose after the Creditors' Committee is disbanded pursuant to the Plan.

4.14.2 Immediately upon the appointment of any successor Member, all rights, powers, duties, authority and privileges of the predecessor Member hereunder will be vested in and undertaken by the successor Member without any further act, and such successor Member will not be liable personally for any act or omission of the predecessor Member.

4.14.3 Every successor Member appointed hereunder shall execute, acknowledge, and deliver to the Litigation Trustee and other Members an instrument accepting the appointment under this Agreement and agreeing to be bound hereto, and thereupon the successor Member without any further act, deed or conveyance, shall become vested with all rights, powers, trusts and duties of the predecessor Member.

4.15 Confidentiality. Each Member shall, during the period that such Member serves as a Member under this Agreement and following the termination of this Agreement or following such Member's removal or resignation hereunder, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any Person or Entity to

which any of the Litigation Trust Assets relates or of which such Member has become aware in their capacity as Member of the Litigation Trust Advisory Board, until (i) such information is made public other than by disclosure by such Member in violation of this Agreement; (ii) the Litigation Trust is required by Law to disclose such information (in which case the Litigation Trust shall provide the relevant Person or Entity reasonable advance notice and an opportunity to protect his, her, or its rights); or [(iii) the Litigation Trust obtains a waiver of such confidentiality from the applicable Person or Entity; *provided, however,* notwithstanding the foregoing, upon reasonable request, the Ad Hoc Group (and its counsel) and the Freedom Lender Group (and its counsel) shall be entitled to receive any reasonable information that it may request relating to the Litigation Trust and the Litigation Trust Assets, and the Member designated by the OpCo Debtors and the Members designated by the Freedom HoldCo Debtors, respectively, may disclose any information relating to the Litigation Trust and the Litigation Trust Assets on a confidential basis to the Ad Hoc Group (and/or its counsel) and the Freedom Lender Group (and/or its counsel), respectively, and shall have the right to confer on a confidential basis with the Ad Hoc Group (and/or its counsel) and the Freedom Lender Group (and/or its counsel), respectively, regarding the same.]

ARTICLE V

DISTRIBUTIONS

5.1 Distribution and Reserve of Litigation Trust Assets. Following the transfer of the Litigation Trust Assets to the Litigation Trust, the Litigation Trustee shall, in consultation with the Litigation Trust Advisory Board, make continuing efforts on behalf of the Litigation Trust to collect, liquidate, and distribute all Litigation Trust Assets, subject to the reserves deemed necessary by the Litigation Trustee pursuant to this Agreement, in accordance with the Plan.

5.1.1 Distributions. The Litigation Trustee shall make distributions to the extent of the Litigation Trust Net Assets, in accordance with the terms of the Plan, the Confirmation Order, and this Agreement, to Holders of Allowed Prepetition First Lien Loan Claims, Allowed Prepetition Second Lien Loan Claims, Allowed Prepetition HoldCo Loan Claims, Allowed OpCo General Unsecured Claims, and Allowed Freedom HoldCo General Unsecured Claims, on a *pro rata* basis and subject to the Litigation Trust Units Allocations. The Litigation Trustee, in consultation with the Litigation Trust Advisory Board, shall cause the Litigation Trust to make distributions to Litigation Trust Beneficiaries at least annually but as often as reasonably possible, so long as the Litigation Trustee determines, in good faith, that the retention of certain of the Litigation Trust Assets, including the Litigation Trust Escrow Amount, is no longer necessary to (i) meet contingent liabilities, (ii) maintain the Litigation Trust Disputed Claims Reserve, (iii) maintain the value of the Litigation Trust Assets pending their liquidation during the term of the Litigation Trust, or (iv) pay or be reserved for reasonably incurred or anticipated expenses or claims of the Litigation Trust and the Litigation Trustee, including, but not limited to, the Litigation Trust Expenses. The retention of such amount may preclude distributions to Litigation Trust Beneficiaries in accordance with the terms of the Plan and this Agreement. The Litigation Trust may engage disbursing agents and other Persons as reasonably necessary to assist in making such distributions.

5.1.2 No Payment Over the Full Amount. In no event shall the Holder of an Allowed Claim receive distributions on account of its Allowed Claim for more than the full payment on account of such Claim.

5.1.3 Reserves; Pooling of Reserved Funds. Before any distribution can be made, the Litigation Trustee shall, in its reasonable discretion, but subject to any applicable consultation

and/or consent rights expressly set forth in this Agreement, establish, supplement, and maintain a reserve in an amount sufficient to meet any and all liabilities and Litigation Trust Expenses, including attorneys' fees and expenses and the fees and expenses of other professionals. In accordance with the Plan and Section 3.4.14 of this Agreement, the Litigation Trust may also maintain as necessary one or more reserves (including the Litigation Trust Disputed Claims Reserve) with respect to the OpCo General Unsecured Claims and Freedom HoldCo General Unsecured claims required to be administered by the Litigation Trust. For the avoidance of doubt, subject to the Plan and Confirmation Order, the Litigation Trustee may withhold any distribution pending the Litigation Trust's determination of whether to object to any OpCo General Unsecured Claim or Freedom HoldCo General Unsecured Claim. Any such withheld distribution shall become part of a reserve (the "Litigation Trust Disputed Claims Reserve") and shall be distributed to the appropriate Litigation Trust Beneficiary no later than the first Distribution Record Date after a decision is made not to object to the pertinent General Unsecured Claim or such General Unsecured Claim becomes Allowed. The Litigation Trustee need not maintain any of the Litigation Trust's reserves in segregated bank accounts and may pool funds in the reserves with each other and other funds of the Litigation Trust; *provided, however*, that the Litigation Trust shall treat all such reserved funds as being held in a segregated manner in its books and records.

5.1.4 Distributions Net of Reserves and Costs. Distributions shall be made net of reserves in accordance with the Plan and this Agreement, and also net of the actual and reasonable costs of making the distributions. The Litigation Trustee may, subject to any applicable consultation and/or approval rights expressly set forth in this Agreement, sell or otherwise dispose of Litigation Trust Assets in order to pay such costs. The Litigation Trust Escrow Amount shall be primarily reserved for the costs and expenses (including, any advisor fees and expenses) of the

Litigation Trust; *provided*, that, if the Litigation Trustee, in consultation with the Litigation Trust Advisory Board, determines in good faith that the Litigation Trust Escrow Amount is no longer necessary to cover such costs and expenses (including, any advisor fees and expenses) of the Litigation Trust, then the Litigation Trustee shall be entitled to distribute the Cash to Litigation Trust Beneficiaries in accordance with the terms of this Agreement and consistent with its fiduciary duties.

5.1.5 Right to Rely on Professionals. Without limitation of the generality of Section 7.6 of this Agreement, in determining the amount of any distribution or reserves, the Litigation Trustee may rely on, and shall be fully protected in relying on the advice and opinion of, the Litigation Trust's attorneys, financial advisors, accountants, or other professionals.

5.2 Withholding from Distributions. The Litigation Trustee, in its discretion, may cause the Litigation Trust to deduct and withhold from amounts distributable from the Litigation Trust to any Litigation Trust Beneficiaries any and all amounts as may be sufficient to pay the maximum amount of any tax or other charge that has been or might be assessed or imposed by any Law, regulation, rule, ruling, directive, or other governmental requirement on such Litigation Trust Beneficiary or the Litigation Trust, including with respect to the amount to be distributed to such Litigation Trust Beneficiary, any amounts received by, collections of, or earnings of the Litigation Trust and any proceeds from the Litigation Trust Assets. The Litigation Trustee shall determine such maximum amount to be withheld by the Litigation Trust in its sole, reasonable discretion and shall cause the Litigation Trust to distribute to such Litigation Trust Beneficiary any excess amount withheld. The Litigation Trustee may, if necessary or appropriate to comply with applicable withholding requirements, withhold the entire distribution due to any Litigation Trust Beneficiary until such Litigation Trust Beneficiary provides the necessary information to comply with any

withholding requirements of any governmental unit. All such amounts deducted or withheld and timely paid to the appropriate taxing authority shall be treated as amounts distributed to such Litigation Trust Beneficiaries for all purposes of the Plan and this Agreement, to the extent permitted by applicable Law.

5.3 Internal Revenue Service Forms. The Litigation Trustee may require the Holder of a Claim entitling the Holder to receive a Litigation Trust Unit to, and each such Holder shall, properly complete and execute the appropriate Internal Revenue Service Form W-8 (including any supporting documents) or Internal Revenue Service Form W-9, or such other documentation, as a prerequisite to receiving any distribution under the Plan or this Agreement. If a Holder of such Claim does not provide to the Litigation Trustee within ninety (90) days of first written request with all documentation that in the Litigation Trustee's reasonable business judgment is necessary to determine the tax withholding and reporting requirements for such Claim, then any current or future distribution on such Claim shall be deemed forfeited, and the underlying Claim and the funds shall in respect of such present and future distribution(s) shall revert to the Litigation Trust for all purposes, including but not limited to, redistribution to other Litigation Trust Beneficiaries, in accordance with the terms of the Confirmation Order, the Plan, and Section 5.4 of this Agreement; *provided, however*, that no additional ninety (90) day period under Section 5.4 of this Agreement shall be required to pass before such distributions become unrestricted funds of the Litigation Trust.

5.4 Unclaimed and Undeliverable Distributions. Unclaimed property (including, but not limited to, uncashed checks), together with any distributions to Litigation Trust Beneficiaries returned as undeliverable, shall be held by the Litigation Trustee in an unclaimed property reserve (the "Unclaimed Property Reserve") for a period of ninety (90) days from the date of first issuance,

and may be released by the Litigation Trustee prior to the expiration of such time period if presentation of proper proof by such Litigation Trust Beneficiary of its entitlement thereto is presented to the Litigation Trustee. After the expiration of the applicable time period set forth in this Section 5.4, all unclaimed property or interest in property otherwise payable to a Holder of a Litigation Trust Unit or its successors shall revert to the Litigation Trust for all purposes including, but not limited to, for redistribution in accordance with the terms of the Plan, the Confirmation Order, and this Agreement. Upon such reversion, the Holder's Allowed Claim entitling such Holder to Litigation Trust Units shall be cancelled, released, discharged and forever barred and the Allowed Claim of any other Holder to such property or interest in property shall be discharged and forever barred notwithstanding any applicable federal, state or provincial escheat, abandoned, or unclaimed property Laws, or any provisions in any document governing the distribution that is an unclaimed distribution to the contrary.

5.5 No Responsibility to Attempt to Locate Litigation Trust Beneficiaries. If a distribution is returned to the Litigation Trust as undeliverable, or otherwise remains unclaimed, no further distribution shall be made to a Holder of an applicable Allowed Claim unless and until such Holder notifies the Litigation Trustee of such Holder's then-current address and taxpayer identification number. The Litigation Trustee may, in its sole discretion, attempt to determine a Holder of an applicable Allowed Claim's current address or otherwise locate such Holder, but nothing in this Agreement or the Plan shall require the Litigation Trustee to do so.

5.5.1 Inapplicability of Escheat, Abandoned or Unclaimed Property Laws. Unclaimed property held by the Litigation Trust shall not be subject to the escheat, abandoned or unclaimed property Laws of the United States, or any state, provincial, or local governmental unit.

5.6 Request for Reissuance. Distribution checks shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Distribution checks not cashed within such 90-day period shall be treated as unclaimed property that has been held in the Unclaimed Property Reserve as set forth above in Section 5.4. Requests for reissuance of any check shall be made in writing directly to the Litigation Trustee by the Holder of the applicable Allowed Claim that was originally issued such check. All such requests shall be made promptly and in time for the check to be reissued and cashed before the funds for the checks become unrestricted Litigation Trust Assets under Section 5.4 of this Agreement. The Holder of an Allowed Claim shall bear all the risk that, and shall indemnify and hold the Litigation Trust, and the Litigation Trustee, and the Litigation Trust Advisory Board harmless against any loss that may arise if, the Litigation Trustee does not reissue a check promptly after receiving a request for its reissuance.

5.7 Conflicting Claims of Litigation Trust Units. If any conflicting claims or demands are made or asserted with respect to the Litigation Trust Unit of a Litigation Trust Beneficiary, or if there is any disagreement between the assignees, transferees, heirs, representatives, or legatees succeeding to all or a part of such an interest resulting in adverse claims or demands being made in connection with such interest, then, in any of such events, the Litigation Trustee shall be entitled, in its sole discretion, to refuse to comply with any such conflicting claims or demands.

5.7.1 The Litigation Trustee may, in consultation with the Litigation Trust Advisory Board, elect to cause the Litigation Trust to make no payment or distribution with respect to the Litigation Trust Unit subject to the conflicting claims or demand, or any part thereof, and to refer such conflicting claims or demands to the Bankruptcy Court, which shall have continuing jurisdiction over resolution of such conflicting claims or demands in accordance with Article XIII of the Plan. Except for any liability arising from the Litigation Trustee's breach of its fiduciary

duties expressly preserved herein, neither the Litigation Trust, nor the Litigation Trustee, nor the Litigation Trust Advisory Board shall be or become liable to any of such parties for their refusal to comply with any such conflicting claims or demands, nor shall the Litigation Trust, Litigation Trustee, or the Litigation Trust Advisory Board be liable for interest on any funds which may be so withheld.

5.7.2 The Litigation Trustee shall be entitled to refuse to act until either (i) the rights of the adverse claimants have been adjudicated by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction adjudicating the matter or (ii) all differences have been resolved by a valid written agreement among all such parties to the satisfaction of the Litigation Trustee, which agreement shall include a complete release of the Litigation Trust and Litigation Trustee. Until the Litigation Trustee receives written notice that one of the conditions of the preceding sentence is met, the Litigation Trustee may deem and treat as the absolute owner under this Agreement of the Litigation Trust Units in the Litigation Trust the Litigation Trust Beneficiary identified as the owner of that interest in the books and records maintained by the Litigation Trustee. The Litigation Trustee may deem and treat such Litigation Trust Beneficiary as the absolute owner for purposes of receiving distributions and any payments on account thereof for federal and state income tax purposes, and for all other purposes whatsoever.

5.8 Limitation on Liability. Except for any liability arising from the Litigation Trustee's breach of its fiduciary duties expressly preserved herein, in acting or refraining from acting under and in accordance with this the Agreement, the Litigation Trustee shall be fully protected and incur no liability to any purported claimant or any other Person pursuant to Article VII of this Agreement.

5.9 Priority of Expenses of Litigation Trust. The Litigation Trust shall pay or reserve

for all necessary Litigation Trust Expenses before making any distributions, including but not limited to, any distribution to Litigation Trust Beneficiaries.

5.10 Minimum Distributions. If any distribution under the Plan to the Holder of an Allowed Claim would be less than \$250.00, the Litigation Trust may hold such distribution until the time of a subsequent or final distribution. If the final distribution under the Plan to the Holder of an Allowed Claim would be less than \$250.00, the Litigation Trust may cancel such distribution. Any cancelled distributions pursuant to this Section 5.10 shall revert to the Litigation Trust for all purposes, including distributions to other Holders of Allowed Claims.

ARTICLE VI

LITIGATION TRUST BENEFICIARIES

6.1 Interest Beneficial Only. The ownership of a Litigation Trust Unit shall not entitle any Litigation Trust Beneficiary or the Debtors to any title in or to the Litigation Trust Assets or to any right to call for a partition or division of such assets or to require an accounting.

6.2 Ownership of Litigation Trust Beneficial Interests Hereunder. Each Litigation Trust Beneficiary shall own a Litigation Trust Unit herein which shall, subject to Article V of this Agreement and the Plan, be entitled to a distribution in the amounts, and at the times, set forth in the Plan and hereunder.

6.3 Evidence of Litigation Trust Beneficial Interest. Ownership of a Litigation Trust Unit shall not be evidenced by any certificate, security, or receipt, or in any other form or manner whatsoever, except as maintained on the books and records of the Litigation Trust by the Litigation Trustee.

6.4 No Right to Accounting. Except as otherwise provided in this Agreement, neither the Litigation Trust Beneficiaries nor their successors, assigns, creditors, nor any other Person

shall have any right to an accounting by the Litigation Trustee, and the Litigation Trustee shall not be obligated to provide any accounting to any Person. Nothing in this Agreement is intended to require the Litigation Trustee at any time or for any purpose to file any accounting or seek approval of any court with respect to the administration of the Litigation Trust or as a condition for making any advance, payment, or distribution out of proceeds of Litigation Trust Assets.

6.5 Requirement of Undertaking. The Litigation Trustee may request the Bankruptcy Court to require, in any suit for the enforcement of any right or remedy under this Agreement, or in any suit against the Litigation Trustee for any action taken or omitted by it as Litigation Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, including reasonable attorneys' fees, against any party litigant in such suit; *provided, however*, that the provisions of this Section 6.5 shall not apply to any suit by the Litigation Trust or Litigation Trustee.

6.6 Limitation on Transferability. It is understood and agreed that the Litigation Trust Units shall be non-transferable and non-assignable during the term of this Agreement except if transferred by will, intestate succession, if required to be transferred as part of a liquidation or winding up of a holder, or otherwise by operation of Law. An assignment by operation of law shall not be effective until appropriate notification and proof thereof is submitted to the Litigation Trustee, and the Litigation Trustee may continue to cause the Litigation Trust to pay all amounts to or for the benefit of the assigning Litigation Trust Beneficiaries until receipt of proper notification and proof of assignment by operation of law. The Litigation Trustee may rely upon such proof without the requirement of any further investigation.

6.7 Exemption from Registration. The rights of the Litigation Trust Beneficiaries arising under this Agreement may be deemed "securities" under applicable Law. However, such

rights have not been defined as “securities” under the Plan because (i) the Parties hereto intend that such rights shall not be securities and (ii) if the rights arising under this Agreement in favor of the Litigation Trust Beneficiaries are deemed to be “securities,” the exemption from registration under section 1145 of the Bankruptcy Code is intended to be applicable to such securities. No Party to or beneficiary of this Agreement shall make a contrary or different contention.

6.8 Delivery of Distributions. Subject to the terms of this Agreement, the Litigation Trustee shall cause the Litigation Trust to make distributions to Litigation Trust Beneficiaries in the manner provided in the Plan and in this Agreement.

6.9 Limited Liability. Except for any liability arising from the Litigation Trustee’s breach of its fiduciary duties expressly preserved herein, any breach of the terms of this Agreement, or any claim or cause of action for fraud, willful misconduct, or gross negligence, no provision of this Agreement, the Plan, or the Confirmation Order, and no mere enumeration herein of the rights or privileges of any Litigation Trust Beneficiary, shall give rise to any liability to such Litigation Trust Beneficiary solely in its capacity as such, whether such liability is asserted by any Debtor, creditors, successors, representatives, employees, or Holders of Interests of any Debtor, or by any other Person. Litigation Trust Beneficiaries are deemed to receive the Litigation Trust Assets in accordance with the provisions of this Agreement, the Plan, and the Confirmation Order in exchange for their Allowed Prepetition First Lien Loan Claims, Allowed Prepetition Second Lien Loan Claims, Allowed Prepetition HoldCo Loan Claims, Allowed OpCo General Unsecured Claims, and Allowed Freedom HoldCo General Unsecured Claims, as applicable, as set forth in the Plan without further obligation or liability of any kind, but subject to the provisions of this Agreement.

ARTICLE VII

THIRD-PARTY RIGHTS AND LIMITATION OF LIABILITY

7.1 Parties Dealing with the Litigation Trustee. In the absence of actual knowledge to the contrary, any Person dealing with the Litigation Trust or the Litigation Trustee shall be entitled to rely on the authority of the Litigation Trustee or any of the Litigation Trustee's agents to act in connection with the Litigation Trust Assets. There is no obligation of any Person dealing with the Litigation Trustee to inquire into the validity or expediency or propriety of any transaction by the Litigation Trustee or any agent of the Litigation Trustee.

7.2 Limitation of Litigation Trustee Liability. In exercising the rights granted herein, the Litigation Trustee shall exercise its best judgment in accordance with its fiduciary duties, to the end that the affairs of the Litigation Trust shall be properly managed and the interests of all of the Litigation Trust Beneficiaries safeguarded. However, notwithstanding anything herein to the contrary, other than any liability arising from the Litigation Trustee's breach of its fiduciary duties expressly preserved herein, neither the Litigation Trustee nor any of its respective firms, companies, affiliates, partners, officers, directors, members, employees, designees, professionals, advisors, attorneys, representatives, or disbursing agents, or agents, and any of such Person's successors and assigns, shall incur any responsibility or liability by reason of any error of Law or fact or of any matter or thing done or suffered or omitted to be done under or in connection with this Agreement, whether sounding in tort, contract, or otherwise, except for fraud, gross negligence, or willful misconduct that is found by a court of competent jurisdiction to be the direct and primary cause of loss, liability, damage, or expense suffered by the Litigation Trust. Other than any liability arising from the Litigation Trustee's breach of its fiduciary duties expressly preserved herein, in no event shall the Litigation Trustee be liable for indirect, punitive, special,

incidental, or consequential damage or loss (including, but not limited to, lost profits) whatsoever, even if the Litigation Trustee has been informed of the likelihood of such loss or damages and regardless of the form of action. Without limiting the foregoing, the Litigation Trustee shall be entitled to the benefits of the limitation of liability and exculpation provisions set forth in the Plan and the Litigation Trustee shall be entitled to the benefits of the limitation of liability and exculpation provisions set forth in the Confirmation Order.

7.3 No Liability for Acts of Other Persons. None of the Persons identified in the immediately preceding Section 7.2 of this Agreement shall be liable for the act or omission of any other Person identified in that Section.

7.4 No Liability for Acts of Predecessors. No successor Litigation Trustee shall be in any way responsible for the acts or omissions of any Litigation Trustee in office prior to the date on which such successor becomes the Litigation Trustee, unless a successor Litigation Trustee expressly assumes such responsibility.

7.5 No Liability for Good Faith Error of Judgment. Except for any liability arising from the Litigation Trustee's breach of its fiduciary duties expressly preserved herein, the Litigation Trustee shall not be liable for any error of judgment made in good faith, unless it shall be finally and ultimately determined by a court of competent jurisdiction that the Litigation Trustee was grossly negligent.

7.6 Reliance by Litigation Trustee on Documents and Advice of Counsel or Other Persons. Except as otherwise provided herein, the Litigation Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Litigation Trustee also may engage and

consult with its respective legal counsel and other agents and advisors, and shall not be liable for any action taken, omitted, or suffered in good faith reliance upon the advice of such counsel, agents, or advisors to the extent permitted by Law, except for any liability arising from the Litigation Trustee's breach of its fiduciary duties expressly preserved herein.

7.7 No Liability For Acts Approved by Bankruptcy Court. The Litigation Trustee shall have the right at any time to seek an order from the Bankruptcy Court concerning the administration or disposition of the Litigation Trust, Permitted Litigation Claims, OpCo General Unsecured Claims, Freedom HoldCo General Unsecured Claims, and Litigation Trust Assets required to be administered by the Litigation Trust. Following the entry of any such order of the Bankruptcy Court, the Litigation Trustee shall not be liable for any act or omission expressly taken in accordance with, and not inconsistent with, any such order, and all such actions or omissions shall be deemed not to constitute fraud, gross negligence, or willful misconduct.

7.8 No Personal Obligation for Litigation Trust Liabilities. Except for any liability arising from the Litigation Trustee's breach of its fiduciary duties expressly preserved herein, Persons dealing with the Litigation Trustee shall have recourse only to the Litigation Trust Assets to satisfy any liability incurred by the Litigation Trustee to any such Person in carrying out the terms of this Agreement, and the Litigation Trustee shall have no personal, individual obligation to satisfy any such liability.

7.9 Indemnification. The Litigation Trustee, the Litigation Trust Advisory Board, and each of their or the Litigation Trust's respective accountants, agents, assigns, attorneys, consultants, directors, employees, executors, financial advisors, transfer agents, independent contractors, managers, members, officers, partners, predecessors, principals, professional persons, the employees of the Litigation Trust, and their respective agents, employees, officers, directors,

professionals, attorneys, accountants, advisors, representatives, affiliate, employer and successors and principals (each, an “Indemnified Party”) shall be indemnified for, and defended and held harmless against, by the Litigation Trust solely from the Litigation Trust Assets, for any losses, liability, claims, damages, judgment, fine, penalty, claim, demand, settlement, cost, or expenses occurring on or after the Effective Date (including reasonable attorneys’ fees and expenses which the Indemnified Party may incur in connection therewith) for any act or omission in their capacity as, or on behalf of, the Litigation Trust or Litigation Trustee in connection with the acceptance, administration, exercise, and performance of their duties under the Plan or this Agreement, as applicable if the applicable Indemnified Party acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Litigation Trust or the Litigation Trust Beneficiaries, except if such loss, liability, or damage is ultimately and finally determined by a court of competent jurisdiction to have resulted from the fraud, gross negligence, or willful misconduct of the Indemnified Party asserting indemnification. An act or omission taken by the Litigation Trustee pursuant to Section 7.7 of this Agreement will be deemed not to constitute gross negligence, willful misconduct, or fraud. The amounts necessary for the indemnification provided in this Section (including, but not limited to, any costs and expenses incurred in enforcing the right of indemnification in this Section) shall be paid by the Litigation Trustee out of the Litigation Trust Assets; *provided, however*, that that the Litigation Trust shall not be liable to indemnify, (x) the Litigation Trustee for any breach of its fiduciary duty set forth herein, or (y) any Indemnified Party for any act or omission arising out of such Indemnified Party’s respective gross negligence, fraud, or willful misconduct as is ultimately and finally determined by a court of competent jurisdiction. The Indemnified Parties shall be entitled to obtain advances from the Litigation Trust to cover their reasonable expenses of defending themselves in any action brought against them as

a result of the acts or omissions, actual or alleged, of an Indemnified Party in its capacity as such, except for any actions or omissions arising from their own respective willful misconduct, fraud, or gross negligence; *provided, however*, that the Indemnified Parties receiving such advances shall repay the amounts so advanced to the Litigation Trust immediately upon the entry of a final, non-appealable judgment or order finding that such Indemnified Parties were not entitled to any indemnity under the provisions of this Section 7.9 of this Agreement. Except for any liability arising from the Litigation Trustee's breach of its fiduciary duties expressly preserved herein, the Litigation Trustee shall not be personally liable for the payment of any Litigation Trust Expense or claim or other liability of the Litigation Trust, and no Person shall look to the Litigation Trustee personally for the payment of any such expense or liability. Notwithstanding anything herein to the contrary, nothing contained in this Section 7.9 shall require the Debtors, the Reorganized Debtors, or any Litigation Trust Beneficiary to indemnify any Indemnified Persons pursuant to this Agreement.

7.9.1 Expense of Litigation Trust; Limitation on Source of Payment of Indemnification. All indemnification liabilities of the Litigation Trust under this Section 7.9 shall be expenses of the Litigation Trust and constitute Litigation Trust Expenses. The amounts necessary for such indemnification and reimbursement shall be paid by the Litigation Trust out of the available Litigation Trust Assets after reserving for all actual and anticipated expenses and liabilities of the Litigation Trust. Except for any liability arising from the Litigation Trustee's breach of its fiduciary duties expressly preserved herein, the Litigation Trustee shall not be personally liable for the payment of any Litigation Trust Expenses or claim or other liability of the Litigation Trust, and no Person shall look to the Litigation Trustee or other Indemnified Parties personally for the payment of any such Litigation Trust Expenses or liability, unless it is ultimately

and finally determined by a court of competent jurisdiction that such payment was the result of fraud, gross negligence, or willful misconduct.

7.10 Limitation of Liability of the Reorganized Debtors. Except as expressly provided in this Agreement, the Reorganized Debtors and each of their respective boards of directors, management, employees, and professionals shall have no liability for any action taken or omitted to be taken by the Litigation Trustee in performing its duties under this Agreement.

7.11 Confirmation of Survival of Provisions. Without limitation in any way of any provision of this Agreement, the provisions of this Article VII shall survive the death, dissolution, liquidation, incapacity, resignation, replacement, or removal, as may be applicable, of the Litigation Trustee or, as it relates to Section 7.9, an Indemnified Party, or the termination of the Litigation Trust or this Agreement, and shall inure to the benefit of the Litigation Trustee's and each Indemnified Party's heirs and assigns.

ARTICLE VIII

TAX MATTERS

8.1 Tax Treatment of Litigation Trust. Pursuant to and in accordance with the Plan, for all United States federal income tax purposes, the Debtors, the Litigation Trust Beneficiaries, the Litigation Trustee, and the Litigation Trust shall treat (i) the Litigation Trust as a "liquidating trust" within the meaning of Treasury Regulation section 301.7701-4(d) and guidance promulgated in respect thereof, including Internal Revenue Service Revenue Procedure 94-45, 1994-2 C.B. 684 and, thus, as a "grantor trust" within the meaning of Internal Revenue Code sections 671 through 677 consistent with the terms of the Plan (unless the Litigation Trust has undergone the Conversion (as defined herein)) and (ii) the transfer of the Litigation Trust Assets to the Litigation Trust as (a) a transfer of the Litigation Trust Assets by the Freedom HoldCo Debtors and the OpCo Debtors to

the Litigation Trust Beneficiaries in satisfaction of their Allowed Prepetition First Lien Loan Claims, Allowed Prepetition Second Lien Loan Claims, Allowed Prepetition HoldCo Loan Claims, Allowed OpCo General Unsecured Claims, and Allowed Freedom HoldCo General Unsecured Claims, as applicable (other than any Litigation Trust Disputed Claims Reserve treated as a DOF (if elected) or other separate Entity), followed by (b) a transfer of such Litigation Trust Assets by such Litigation Trust Beneficiaries to the Litigation Trust in exchange for their *pro rata* share of Litigation Trust Units (subject to the Litigation Trust Units Allocations). The Litigation Trust Beneficiaries shall be treated as the grantors and owners of the Litigation Trust for United States federal (and, to the extent permitted, state and local) income tax purposes.

8.2 Annual Reporting and Filing Requirements. Pursuant to and in accordance with the terms of the Plan and this Agreement, the Litigation Trustee shall file tax returns (including applicable state, local and foreign tax returns, if any) for the Litigation Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a) to the extent required by applicable Law and subject to the treatment of the Litigation Trust Disputed Claims Reserve as a DOF or other separate Entity.

8.3 Tax Treatment of Reserves for Disputed Claims. The Litigation Trustee may, in the Litigation Trustee's sole discretion, determine the best way to report for United States tax purposes with respect to the Litigation Trust Disputed Claims Reserve, if applicable, including (i) filing a tax election to treat the Litigation Trust Disputed Claims Reserve as a DOF or other separate Entity within the meaning of Treasury Regulation section 1.468B-9 for federal income tax purposes rather than to tax such reserve as a part of the Litigation Trust (and, to the extent permitted by applicable Law, report consistently with the foregoing for United States federal, state, and local income tax purposes) or (ii) electing to report as a separate trust or sub-trust or other

entity. If an election is made to report the Litigation Trust Disputed Claims Reserve as a DOF or other separate entity, the Litigation Trust shall comply with all federal and state tax reporting and tax compliance requirements of the DOF or other separate entity, including, but not limited to, the filing of a separate federal tax return for the DOF or other separate entity and the payment of federal and/or state income tax due.

8.3.1 If an election is made to report the Litigation Trust Disputed Claims Reserve as a DOF or other separate Entity, all parties (including the Debtors, the Reorganized Debtors, the Litigation Trust, the Litigation Trustee, and the Litigation Trust Beneficiaries) shall be bound by such election and report for United States federal, state, and local income tax purposes consistently with the foregoing. The Litigation Trustee shall be responsible for payment, out of the Litigation Trust Assets, of any taxes (including with respect to earned interest, if any) imposed on the Litigation Trust or the Litigation Trust Assets, including the Litigation Trust Disputed Claims Reserve. In the event, and to the extent, any Cash retained on account of a Disputed General Unsecured Claim in the Litigation Trust Disputed Claims Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, such Disputed General Unsecured Claims, the Litigation Trustee may, in its discretion, (i) sell any non-Cash assets relating to such Claim (including any assets distributable as a result of disallowance of such Claim) to pay such taxes or (ii) reimburse the Litigation Trust for the payment of such taxes from any subsequent Cash amounts allocable to, or retained on account of such Disputed General Unsecured Claim (including any Cash distributable by the Litigation Trustee as a result of disallowance of such Disputed General Unsecured Claim).

8.4 Valuation of Litigation Trust Assets. As soon as practicable following the Effective Date, but in no event later than the due date for timely filing of the Litigation Trust's first United

States federal income tax return (taking into account applicable tax filing extensions), the Litigation Trustee shall determine the fair market value of the Litigation Trust Assets as of the Effective Date, based on the Litigation Trustee's good faith determination and subject in all respects to Section 8.4, and the Litigation Trustee shall apprise, in writing, the Litigation Trust Beneficiaries and the Reorganized Debtors of such valuation. The valuation shall be used consistently by all parties (including, without limitation, the Debtors and/or the Reorganized Debtors, as applicable, the Litigation Trust, the Litigation Trustee, and the Litigation Trust Beneficiaries) for all applicable United States federal, state, and local income tax purposes.

8.4.1 In the event the Reorganized Debtors disagree with the Litigation Trustee's good faith determination of the valuation of the Litigation Trust Assets, the Litigation Trustee and the Reorganized Debtors shall attempt to reconcile any such differences. The valuation agreed to by the Reorganized Debtors and the Litigation Trustee shall be used consistently by all parties for all tax purposes unless otherwise required by a "determination" within the meaning of Section 1313(a) of the Internal Revenue Code (or any equivalent provision of state, local, or non-U.S. Law).

8.5 In the event that the Litigation Trustee determines that the Litigation Trust may be required to withhold from amounts distributable from the Litigation Trust pursuant to Section 5.2 above, it shall endeavor to promptly notify the relevant Litigation Trust Beneficiary.

8.6 Allocations of Litigation Trust taxable income among the Litigation Trust Beneficiaries shall be determined by reference to the manner in which an amount of Cash representing such taxable income would be distributed (were such cash permitted to be distributed at such time) if, immediately prior to such deemed distribution, the Litigation Trust had distributed all its assets (valued at their tax book value) to the holders of Litigation Trust Units, adjusted for

prior taxable income and loss and taking into account all prior and concurrent distributions from the Litigation Trust. Similarly, taxable loss of the Litigation Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining Litigation Trust Assets. The tax book value of the Litigation Trust Assets for purposes of this Section 8.6 shall equal their fair market value on the Effective Date, adjusted in accordance with tax accounting principles prescribed by the IRC, the applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements.

8.7 If, in the reasonable judgment of the Litigation Trustee, the Litigation Trust is expected to survive for a period of more than five (5) years from the Effective Date, the Parties agree that the Litigation Trustee, in the exercise of its reasonable discretion, shall either (i) seek to extend the term of the Litigation Trust for a reasonable period of time in a manner consistent with Section 10.3 hereof and Revenue Procedure 94-45 § 3.06, or (ii) convert the Litigation Trust from a liquidating trust described in Treasury Regulation § 301.7701-4(d) to an investment trust described in Treasury Regulation § 301.7701-4(c), taxable as a grantor trust for U.S. federal income tax purposes under Sections 671 through 679 of the IRC (the process described in this clause (ii), the “Conversion”). In the event of a Conversion, the Parties (x) agree that, unless otherwise required by applicable Law, the Litigation Trust shall file or cause to be filed any annual or other necessary returns, reports and other forms consistent with the characterization of the converted entity as an investment trust for U.S. federal income tax purposes, (y) shall cooperate to amend this Agreement to reflect such Conversion, and (z) shall take no position on any tax return inconsistent with such treatment.

ARTICLE IX

SELECTION, REMOVAL, REPLACEMENT, AND COMPENSATION OF LITIGATION TRUSTEE

9.1 Initial Litigation Trustee. The Initial Litigation Trustee is appointed effective as of the Effective Date, and shall serve as the trustee of the Litigation Trust. The initial trustee of the Litigation Trust shall be the Initial Litigation Trustee.

9.2 Term of Service. The Litigation Trustee shall serve until the earliest of (i) the completion of the administration of the Litigation Trust Assets and the Litigation Trust, including the winding up of the Litigation Trust, in accordance with this Agreement and the Plan, (ii) termination and dissolution of the Litigation Trust in accordance with the terms of this Agreement and the Plan, or (iii) the Litigation Trustee's resignation, death, dissolution, incapacity, liquidation, or removal. In the event that the Litigation Trustee's appointment terminates by reason of resignation, death, dissolution, incapacity, liquidation, or removal, the Litigation Trustee shall be immediately compensated for all reasonable, documented fees and expenses accrued but unpaid through the effective date of termination, whether or not previously invoiced. The provisions of Article VI of this Agreement shall survive the resignation or removal of any Litigation Trustee.

9.3 Removal of Litigation Trustee. Any party in interest (including the Litigation Trust Advisory Board), with notice and a hearing before the Bankruptcy Court, may seek removal of the Litigation Trustee for Cause (as defined below). As used herein, "Cause" shall mean the Litigation Trustee's (A) commission of an act of fraud, theft or embezzlement during the performance its duties hereunder; (B) conviction of a felony with all appeals having been exhausted or appeal periods lapsed; (C) gross negligence, bad faith, willful misconduct, or knowing violation of law in the performance of its duties hereunder; (D) commission of any negligence, even if not rising to the level of gross negligence, that risks materially adversely affecting the value or successful

liquidation and distribution of the Litigation Trust Assets; or (E) violation of the provisions of this Agreement, the Plan, or the Confirmation Order. Such removal shall become effective on the date action is taken. The Bankruptcy Court shall have exclusive jurisdiction to hear and finally determine any dispute arising out of this Section 9.3 except as otherwise provided in the Plan or Confirmation Order.

9.4 Resignation of Litigation Trustee. The Litigation Trustee may resign at any time on thirty (30) days' written notice to the Litigation Trust Advisory Board, counsel to the Debtors, counsel to the Ad Hoc Group, counsel to the Freedom Lender Group, the U.S. Trustee, and the Bankruptcy Court. The resignation shall be effective on the later of (i) the date specified in the notice of resignation and (ii) the date that is thirty (30) days after the date such notice is filed with the Bankruptcy Court. In the event of a resignation, the resigning Litigation Trustee shall file a full and complete accounting of monies and assets received, disbursed, and held during the term of that Litigation Trustee.

9.5 Appointment of Successor Litigation Trustee. Upon the resignation, death, dissolution, incapacity, liquidation, or removal of a Litigation Trustee, a successor trustee shall be selected by the Litigation Trust Advisory Board by majority vote of the Members or at a meeting of the Litigation Trust Advisory Board called for of replacing the Litigation Trustee, *provided that* the successor trustee shall be reasonably acceptable to holders of a majority of Prepetition First Lien Loan Claims. Any successor Litigation Trustee so appointed (i) shall consent to and accept his, her, or its appointment as successor Litigation Trustee, which may be done by e-mail or through acquiescence in not objecting to a motion for approval of his, her, or its appointment as successor Litigation Trustee, and (ii) shall not have any liability or responsibility for the acts or

omissions of any predecessor(s). Any successor Litigation Trustee may be appointed to serve only on an interim basis.

9.6 Powers and Duties of Successor Litigation Trustee. A successor Litigation Trustee shall have all the rights, privileges, powers, and duties of his, her, or its predecessor under this Agreement, the Plan, and the Confirmation Order.

9.7 Litigation Trust Continuance. The resignation, death, dissolution, incapacity, liquidation, or removal of the Litigation Trustee shall not terminate the Litigation Trust or revoke any existing agency created pursuant to this Agreement or invalidate any action theretofore taken by the Litigation Trustee.

9.8 Compensation of Litigation Trustee and Costs of Administration. The Litigation Trustee shall receive fair and reasonable compensation for its services in accordance with the terms and conditions of the Plan, which shall be a charge solely against and solely paid out of the Litigation Trust Assets as Litigation Trust Expenses. All costs, expenses, and obligations incurred by the Litigation Trustee (or professionals who may be employed by the Litigation Trustee in administering the Litigation Trust, in carrying out its other responsibilities under this Agreement, or in any manner connected, incidental, or related thereto) shall be paid by the Litigation Trust solely from the Litigation Trust Assets.

9.9 Appointment of Supplemental Litigation Trustee. If the Litigation Trustee has a conflict or any of the Litigation Trust Assets are situated in any state or other jurisdiction in which the Litigation Trustee is not qualified to act as trustee, the Litigation Trustee shall, upon written notice to counsel to the Debtors, counsel to the Ad Hoc Group (email being sufficient), and counsel to the Freedom Lender Group (email being sufficient), nominate and appoint a Person duly qualified to act as trustee (the “Supplemental Litigation Trustee”) with respect to such conflict, or

in such state or jurisdiction, and require from each such Supplemental Litigation Trustee such security as may be designated by the Litigation Trustee in its reasonable discretion. In the event the Litigation Trustee is unwilling or unable to appoint a disinterested Person to act as Supplemental Litigation Trustee to handle any such matter, the Bankruptcy Court, with notice and a hearing, may do so. The Litigation Trustee or the Bankruptcy Court, as applicable, may confer upon such Supplemental Litigation Trustee any or all of the rights, powers, privileges, and duties of the Litigation Trustee hereunder, subject to the conditions and limitations of this Agreement, the Plan, and the Confirmation Order, except as modified or limited by the Laws of the applicable state or other jurisdiction (in which case, the Laws of the state or other jurisdiction in which such Supplemental Litigation Trustee is acting shall prevail to the extent necessary). To the extent the Supplemental Litigation Trustee is appointed by the Litigation Trustee, the Litigation Trustee shall require such Supplemental Litigation Trustee to be answerable to the Litigation Trustee for all monies, assets, and other property that may be received in connection with the administration of all property. The Litigation Trustee or the Bankruptcy Court, as applicable, may remove such Supplemental Litigation Trustee, with or without cause, and appoint a successor Supplemental Litigation Trustee at any time by executing a written instrument declaring such Supplemental Litigation Trustee removed from office and specifying the effective date and time of removal.

ARTICLE X

DURATION OF DEBTOR LITIGATION TRUST

10.1 Duration. Once the Litigation Trust becomes effective upon the Effective Date of the Plan, the Litigation Trust and this Agreement shall remain and continue in full force and effect until the Litigation Trust is terminated in accordance with the terms hereof.

10.2 Termination on Payment of Litigation Trust Expenses and Distribution of Litigation Trust Assets. Upon the payment of all Litigation Trust Expenses, and the distribution of all Litigation Trust Assets in accordance with the provisions of the Plan, the Confirmation Order, and this Agreement, the Litigation Trust shall automatically terminate and dissolve and the Litigation Trustee shall have no further responsibility in connection therewith except as may be required to effectuate such termination under relevant Law.

10.3 Termination after Five Years Unless Extended. If the Litigation Trust has not been previously terminated and dissolved pursuant to Section 10.2 hereof, on the fifth anniversary of the Effective Date, the Litigation Trustee shall distribute all of the Litigation Trust Assets to the Litigation Trust Beneficiaries in accordance with the Plan, and immediately thereafter the Litigation Trust shall terminate and the Litigation Trustee shall have no further responsibility in connection therewith except to the limited extent set forth in Section 10.5 of this Agreement, unless the Litigation Trust Advisory Board within the six-month period before such fifth anniversary (and, in the event of further extension, within the six-month period before the end of the preceding extension) determines that a fixed period extension (not to exceed three years, together with any prior extensions, without a favorable letter ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the Litigation Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery on, and liquidation of, the Litigation Trust Assets.

10.4 No Termination by Litigation Trust Beneficiaries. The Litigation Trust may not be terminated and dissolved at any time by the Litigation Trust Beneficiaries.

10.5 Continuance of Litigation Trust for Winding Up; Discharge and Release of Litigation Trustee. After the termination of the Litigation Trust and solely for the purpose of

liquidating and winding up the affairs of the Litigation Trust, the Litigation Trustee shall continue to act as such until its responsibilities have been fully performed. Except as otherwise specifically provided herein, upon the distribution of the Litigation Trust Assets, including all excess reserves, the Litigation Trustee and the Litigation Trust's professionals and agents shall be deemed discharged and have no further duties or obligations hereunder. In connection with the foregoing, upon a motion by the Litigation Trustee, the Bankruptcy Court may enter an order relieving the Litigation Trustee and its employees, professionals, and agents of any further duties, discharging and releasing the Litigation Trustee and its employees, professionals, and agents from all liability related to the Litigation Trust.

ARTICLE XI

MISCELLANEOUS

11.1 Cumulative Rights and Remedies. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies under law or in equity.

11.2 Notices. All notices to be given to Litigation Trust Beneficiaries may be given by email, ordinary mail, or may be delivered personally, at the addresses for such Litigation Trust Beneficiaries appearing on the books kept by the Litigation Trust. Any notice or other communication which may be or is required to be given, served, or sent to the Litigation Trust shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or transmitted by email, hand delivery, or facsimile (if receipt is confirmed) addressed as follows:

If to the Litigation Trust or the Litigation Trustee:

Lawrence Hirsh
[ADDRESS]
[ADDRESS LINE 2]
[CITY, STATE ZIP CODE]

With a copy to:

or to such other address as may from time to time be provided in written notice by the Litigation Trustee.

11.2.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to rules governing the conflict of laws.

11.2.2 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

11.2.3 Particular Words. Reference in this Agreement to any Article or Section is, unless otherwise specified, to that such Article or Section (inclusive of any subsections), as applicable, under this Agreement. The words “hereof,” “herein,” and similar terms shall refer to this Agreement and not to any particular Article or Section of this Agreement.

11.2.4 Execution. All funds in the Litigation Trust shall be deemed *in custodia legis* until such times as the funds have actually been paid to or for the benefit of a Litigation Trust Beneficiary, and no Litigation Trust Beneficiary or any other Person can execute upon, garnish or attach the Litigation Trust Assets or the Litigation Trustee in any manner or compel payment from the Litigation Trust except by Final Order of the Bankruptcy Court. Payments will be solely governed by the Plan, the Confirmation Order, and this Agreement.

11.2.5 Amendment. This Agreement may be amended by written agreement of the Litigation Trustee (in consultation with the Litigation Trust Advisory Board), the Ad Hoc Group, and the Freedom Lender Group (which, in each case, may be provided by email from counsel), or by order of the Bankruptcy Court; *provided, however*, that such amendment may not be inconsistent with the Plan or the Confirmation Order.

11.2.6 No Waiver. No failure or delay of any party to exercise any right or remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver thereof.

11.2.7 No Relationship Created. Nothing contained herein shall be construed to constitute any relationship created by this Agreement as an association, partnership, or joint venture of any kind.

11.2.8 Severability. If any term, provision, covenant, or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable, or against its regulatory policy, the remainder of the terms, provisions, covenants, and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

11.2.9 Further Assurances. Without limitation of the generality of Section 2.6 of this Agreement, the Parties agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes and provide for the full implementation of this Agreement and the pertinent provisions of the Plan and to consummate the transactions contemplated hereby.

11.2.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11.2.11 Jurisdiction. The Bankruptcy Court shall have jurisdiction regarding the Debtors, the Reorganized Debtors, the Litigation Trust, the Litigation Trustee, and the Litigation Trust Assets, including, without limitation, the determination of all disputes arising out of or related to administration of the Litigation Trust; *provided, however*, that this Section 11.2.11 shall not conflict with the provisions of the Plan, including, without limitation,

Article XIII of the Plan. The Bankruptcy Court shall have continuing jurisdiction and venue to hear and finally determine all disputes and related matters among the Parties arising out of or related to this Agreement or the administration of the Litigation Trust. The Parties expressly consent to the Bankruptcy Court hearing and exercising such judicial power as is necessary to finally determine all such disputes and matters. If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Agreement, the provisions of this Agreement shall have no effect on and shall not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter, and all applicable references in this Agreement to an order or decision of the Bankruptcy Court shall instead mean an order or decision of such other court of competent jurisdiction.

IN WITNESS WHEREOF, the Parties have or are deemed to have executed this Agreement as of the day and year written above.

FREEDOM VCM, INC.

By: _____
Name: [●]
Title: [●]

FREEDOM VCM INTERCO, INC.

By: _____

Name: [●]

Title: [●]

**FRANCHISE GROUP, INC. AND ITS OPCO DEBTOR
AFFILIATES SET FORTH ON SCHEDULE 1**

By: _____

Name: David Orlofsky

Title: Chief Restructuring Officer

Lawrence Hirsh, not individually, but solely in its capacity as
Litigation Trustee of the Franchise Group Litigation Trust

By: _____
Name: Lawrence Hirsh

Schedule 1

1. FRANCHISE GROUP, INC.
2. AMERICAN FREIGHT FFO, LLC
3. AMERICAN FREIGHT FRANCHISING, LLC
4. AMERICAN FREIGHT FRANCHISOR, LLC
5. AMERICAN FREIGHT GROUP, LLC
6. AMERICAN FREIGHT HOLDINGS, LLC
7. AMERICAN FREIGHT MANAGEMENT COMPANY, LLC
8. AMERICAN FREIGHT OUTLET STORES, LLC
9. AMERICAN FREIGHT, LLC
10. BETANCOURT SPORTS NUTRITION, LLC
11. BUDDY'S FRANCHISING AND LICENSING LLC
12. BUDDY'S NEWCO, LLC
13. EDUCATE, INC.
14. FRANCHISE GROUP ACQUISITION TM, LLC
15. FRANCHISE GROUP INTERMEDIATE B, LLC
16. FRANCHISE GROUP INTERMEDIATE BHF, LLC
17. FRANCHISE GROUP INTERMEDIATE HOLDCO, LLC
18. FRANCHISE GROUP INTERMEDIATE L, LLC
19. FRANCHISE GROUP INTERMEDIATE PSP, LLC
20. FRANCHISE GROUP INTERMEDIATE S, LLC
21. FRANCHISE GROUP INTERMEDIATE SL, LLC
22. FRANCHISE GROUP INTERMEDIATE V, LLC
23. FRANCHISE GROUP NEW HOLDCO, LLC
24. FRANCHISE GROUP NEWCO BHF, LLC
25. FRANCHISE GROUP NEWCO INTERMEDIATE AF, LLC
26. FRANCHISE GROUP NEWCO PSP, LLC
27. FRANCHISE GROUP NEWCO S, LLC
28. FRANCHISE GROUP NEWCO SL, LLC
29. FRANCHISE GROUP NEWCO V, LLC
30. HOME & APPLIANCE OUTLET, LLC
31. PET SUPPLIES "PLUS", LLC
32. PSP DISTRIBUTION, LLC
33. PSP FRANCHISING, LLC
34. PSP GROUP, LLC
35. PSP MIDCO, LLC
36. PSP SERVICE NEWCO, LLC
37. PSP STORES, LLC
38. PSP SUBCO, LLC
39. VALOR ACQUISITION, LLC
40. VITAMIN SHOPPE FLORIDA, LLC
41. VITAMIN SHOPPE FRANCHISING, LLC
42. VITAMIN SHOPPE GLOBAL, LLC
43. VITAMIN SHOPPE INDUSTRIES LLC
44. VITAMIN SHOPPE MARINER, LLC

- 45. VITAMIN SHOPPE PROCUREMENT SERVICES, LLC
- 46. WNW FRANCHISING, LLC
- 47. WNW STORES, LLC

[Schedule 2]

[Intentionally Omitted]

Exhibit H-1

Redline to Previously Filed OpCo Debtor Litigation Trust Agreement

~~Draft~~DRAFT

~~OpCo-Debtor~~-LITIGATION TRUST AGREEMENT
AND DECLARATION OF ~~OpCo-Debtor~~-LITIGATION TRUST

This ~~OpCo-Debtor~~-Litigation Trust Agreement and Declaration of ~~OpCo-Debtor~~-Litigation Trust (this “Agreement”), dated as of [●], 2025, is made by and among Freedom VCM, Inc., Freedom VCM Interco, Inc. (together with Freedom VCM, Inc., the “Freedom HoldCo Debtors”), Franchise Group, Inc. and ~~certain of its affiliated subsidiary~~ debtors and debtors in possession (~~together with its debtor affiliates~~ listed on Schedule 1 attached hereto, (the “OpCo Debtors”)¹ in the Chapter 11 Cases,² and [] Lawrence R. Hirsh (the “OpCo Initial Litigation Trustee,” and together with any successor trustee appointed in accordance with the terms hereof, the “Litigation Trustee”),³ and [●], [●], and [●], as members

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of their U.S. federal tax identification numbers, to the extent applicable, are Franchise Group, Inc. (1876), Freedom VCM Holdings, LLC (1225), Freedom VCM Interco Holdings, Inc. (2436), Freedom Receivables II, LLC (4066), Freedom VCM Receivables, Inc. (0028), Freedom VCM Interco, Inc. (3661), Freedom VCM, Inc. (3091), Franchise Group New Holdco, LLC (0444), American Freight FFO, LLC (5743), Franchise Group Acquisition TM, LLC (3068), Franchise Group Intermediate Holdco, LLC (1587), Franchise Group Intermediate L, LLC (9486), Franchise Group Newco Intermediate AF, LLC (8288), American Freight Group, LLC (2066), American Freight Holdings, LLC (8271), American Freight, LLC (5940), American Freight Management Company, LLC (1215), Franchise Group Intermediate S, LLC (5408), Franchise Group Newco S, LLC (1814), American Freight Franchising, LLC (1353), Home & Appliance Outlet, LLC (n/a), American Freight Outlet Stores, LLC (9573), American Freight Franchisor, LLC (2123), Franchise Group Intermediate B, LLC (7836), Buddy’s Newco, LLC (5404), Buddy’s Franchising and Licensing LLC (9968), Franchise Group Intermediate V, LLC (5958), Franchise Group Newco V, LLC (9746), Franchise Group Intermediate BHF, LLC (8260), Franchise Group Newco BHF, LLC (4123), Valor Acquisition, LLC (3490), Vitamin Shoppe Industries LLC (3785), Vitamin Shoppe Global, LLC (1168), Vitamin Shoppe Mariner, LLC (6298), Vitamin Shoppe Procurement Services, LLC (8021), Vitamin Shoppe Franchising, LLC (8271), Vitamin Shoppe Florida, LLC (6590), Betancourt Sports Nutrition, LLC (0470), Franchise Group Intermediate PSP, LLC (5965), Franchise Group Newco PSP, LLC (2323), PSP Midco, LLC (6507), Pet Supplies “Plus”, LLC (5852), PSP Group, LLC (5944), PSP Service Newco, LLC (6414), WNW Franchising, LLC (9398), WNW Stores, LLC (n/a), PSP Stores, LLC (9049), PSP Franchising, LLC (4978), PSP Subco, LLC (6489), PSP Distribution, LLC (5242), Franchise Group Intermediate SL, LLC (2695), Franchise Group Newco SL, LLC (7697), and Educate, Inc. (5722). The Debtors’ headquarters is located at 2371 Liberty Way, Virginia Beach, Virginia 23456.

² As set forth in Section 1.2, capitalized terms used but not defined herein shall have the meaning ascribed to them in the Plan or the Confirmation Order, as applicable, unless otherwise noted.

³ If Lawrence Hirsh cannot serve as Litigation Trustee on the Effective Date for any reason, Initial Litigation Trustee will be an individual selected by the Freedom Lender Group, with the reasonable consent of the Ad Hoc Group and the Creditors’ Committee.

of the committee which shall have oversight over the litigation trust contemplated by this Agreement (the “Litigation Trust Advisory Board,” and, together with the Freedom HoldCo Debtors, the OpCo Debtors, and the Litigation Trustee, the “Parties,” and each, a “Party”).

RECITALS

1. On November 3, 2024 (the “Petition Date”), each of the Freedom HoldCo Debtors and the OpCo Debtors (together, with ~~its~~their affiliated debtors and debtors in possession, the “Debtors”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), and their chapter 11 cases are being jointly administered under the caption *In re Franchise Group, Inc., et al.*, Case No. 24-12480 (LSS) (Bankr. D. Del.) (the “Chapter 11 Cases”).

2. On November 19, 2024, the Office of the United States Trustee, Region 3 (the “U.S. Trustee”) appointed the Official Committee of Unsecured Creditors (the “Creditors’ Committee”) to represent the interests of all general unsecured creditors in the Chapter 11 Cases and filed the *Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 188].

3. On ~~February~~April 20~~5~~5, 2025, the Debtors filed the ~~Sixth~~Eighth Amended Joint Chapter 11 Plan of Franchise Group, Inc. and Its Debtor Affiliates [Docket No. 1~~03~~152] (as amended, supplemented, or otherwise modified from time to time, the “Plan”). The Plan incorporates the terms of a Global Settlement that includes, among other things, the Litigation Trust Units Allocations, which is comprised of (a) the Prepetition First Lien Loan Claims Litigation Trust Allocation, (b) the General Unsecured Creditors Litigation Trust Allocation, and (c) the Prepetition OpCo 2L/HoldCo Loan Claims Litigation Trust Allocation. Pursuant to the Litigation Trust Units Allocations, the Litigation Trust Units shall be distributed as follows: 58%

to Holders of Allowed Prepetition Second Lien Loan Claims and Allowed Prepetition HoldCo Loan Claims, 30% to the Holders of Allowed Prepetition First Lien Loan Claims, and 12% to Holders of Allowed Freedom HoldCo General Unsecured Claims and Allowed OpCo General Unsecured Claims (excluding, for the avoidance of doubt, any Litigation Trust Units allocated to the Holders of Allowed Prepetition First Lien Loan Claims or Holders of Allowed Prepetition Second Lien Loan Claims), collectively.

4. On [_____]●, 2025, the Bankruptcy Court entered an order [Docket No. [●]] (the “Confirmation Order”) confirming the Plan, which became effective on [_____]●, 2025 (the “Effective Date”).

5. Section 7.10 of the Plan provides for the creation of the ~~OpCo Debtor~~ Litigation Trust on the Effective Date in connection and consistent with the ~~Committee~~Global Settlement.

6. The ~~OpCo Debtor~~ Litigation Trust is established for the sole purpose of receiving, holding, administering, liquidating, and distributing the ~~OpCo Debtor~~ Litigation Trust Assets, including the (i) ~~OpCo Debtor~~ Litigation Trust Escrow Account, which includes, for the avoidance of doubt, the ~~OpCo Debtor~~ Litigation Trust Escrow Amount, funded in accordance with the Plan, and (ii) OpCo Permitted Litigation Claims, ~~and (iii) solely to the extent that the Holders of Claims in Class 5 voted to accept the Plan, the New Warrants, plus~~ any additional amounts funded into the ~~OpCo Debtor~~ Litigation Trust Escrow Account following the Effective Date, for the benefit of the Holders of Allowed Prepetition First Lien Loan Claims, Allowed Prepetition Second Lien Loan Claims, Allowed Prepetition HoldCo Loan Claims, Allowed OpCo General Unsecured Claims ~~(including, for the avoidance of doubt, any First Lien Deficiency Claims or Second Lien Deficiency Claims)~~, and Allowed Freedom HoldCo General Unsecured Claims (collectively, the “Litigation Trust Beneficiaries”).

7. The ~~OpCo-Debtor~~ Litigation Trustee shall, ~~subject to any applicable~~in consultation ~~rights set forth in this Agreement~~with the Litigation Trust Advisory Board and in accordance with the terms hereof: (i) be the exclusive administrator of the assets of the ~~OpCo-Debtor~~ Litigation Trust, including the ~~OpCo-Debtor~~ Litigation Trust Assets; and (ii) except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, have the ~~sole~~ power and authority to (a) reconcile OpCo General Unsecured Claims and Freedom HoldCo General Unsecured Claims, including asserting any objections thereto in each case, ~~other than as to the quantum of the First Lien Deficiency Claims, which shall be in an amount consistent with the description in Section 5.4(b) of the Plan)~~provided, however, that all parties in interest shall also have the right to object to any General Unsecured Claim or join in any objection by the Litigation Trust or any other party, (b) investigate, pursue, prosecute, compromise and/or settle the ~~OpCo-Debtor~~Permitted Litigation Claims, and (c) distribute the ~~OpCo-Debtor~~ Litigation Trust Assets in accordance with the terms of the Plan (including, ~~for the avoidance of doubt, the Committee~~Global Settlement incorporated therein) and this Agreement, in each case with no objective or authority to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary and consistent with, the liquidating purpose of the ~~OpCo-Debtor~~ Litigation Trust. Subject to the Conversion of the ~~OpCo-Debtor~~ Litigation Trust as described in Section 78.7 hereof, the ~~OpCo-Debtor~~ Litigation Trust is intended to be classified for United States federal income tax purposes as a “liquidating trust” within the meaning of Treasury Regulation section 301.7701-4(d) and guidance promulgated in respect thereof, including Revenue Procedure 94-45, 1994-2 C.B. 674, and, thus, as a “grantor trust” within the meaning of Internal Revenue Code sections 671 through 679 for United States federal income tax purposes, other than any ~~OpCo-Debtor~~ Litigation Trust

Disputed Claims Reserve (as defined herein) treated as a disputed ownership fund (“DOF”) or other separate ~~e~~Entity.

8. Pursuant to the Plan, for all United States federal income tax purposes, all parties shall treat the transfer of the ~~OpCo Debtor~~ Litigation Trust Assets to the ~~OpCo Debtor~~ Litigation Trust for the benefit of the ~~Holders of Allowed OpCo General Unsecured Claims (the “OpCo Debtor Litigation Trust Beneficiaries”)~~, whether such Holder’s ~~OpCo General Unsecured~~ Claims are Allowed on or after the Effective Date, including any amounts or other assets subsequently transferred to the ~~OpCo Debtor~~ Litigation Trust (but only at such time as actually transferred) as (i) a transfer of the ~~OpCo Debtor~~ Litigation Trust Assets (subject to any obligations relating to such ~~OpCo Debtor~~ Litigation Trust Assets, including, but not limited to, the ~~OpCo Debtor~~ Litigation Trust Expenses) to the ~~OpCo Debtor~~ Litigation Trust Beneficiaries and, to the extent the ~~OpCo Debtor~~ Litigation Trust Assets are allocable to Disputed ~~OpCo General Unsecured Claims (any such OpCo Debtor Litigation Trust Assets allocable to, or retained on account of, Disputed OpCo General Unsecured Claims, including any earnings thereon, the “OpCo Debtor Litigation Trust Disputed Claims Reserve”)~~ that are the responsibility of the ~~OpCo Debtor~~ Litigation Trust, acting by and through its agents and representatives, to resolve, to the ~~OpCo Debtor~~ Litigation Trust Disputed Claims Reserve (as defined herein), followed by (ii) the transfer by the ~~OpCo Debtor~~ Litigation Trust Beneficiaries of the ~~OpCo Debtor~~ Litigation Trust Assets (other than the ~~OpCo Debtor~~ Litigation Trust Assets allocable to the ~~OpCo Debtor~~ Litigation Trust Disputed Claims Reserve) to the ~~OpCo Debtor~~ Litigation Trust in exchange for their non-transferable (subject to certain limited exceptions) ~~OpCo Debtor~~ Litigation Trust Units that will entitle the respective holder thereof to its *pro rata* share of the proceeds of the ~~OpCo Debtor~~ Litigation Trust Assets less the Litigation Trust Expenses (the “Litigation Trust Net

Assets ~~(as defined herein~~). Accordingly, the ~~OpCo Debtor~~ Litigation Trust Beneficiaries shall be treated for United States federal income tax purposes as the grantors and owners of their respective shares of the ~~OpCo Debtor~~ Litigation Trust Assets (other than such ~~OpCo Debtor~~ Litigation Trust Assets as are allocable to the ~~OpCo Debtor~~ Litigation Trust Disputed Claims Reserve). The foregoing treatment shall also apply, to the extent permitted by applicable law, for applicable United States state and local income tax purposes.

9. The ~~OpCo Debtor~~ Litigation Trust is further intended to be exempt from the requirements of (i) pursuant to section 1145 of the Bankruptcy Code, the Securities Exchange Act of 1933, as amended, and any applicable state and local laws requiring registration of securities, and (ii) the Investment Company Act of 1940, as amended, pursuant to sections 7(a) and 7(b) of that Act and section 1145 of the Bankruptcy Code.

NOW, THEREFORE, in accordance with the Plan and the Confirmation Order, and in consideration of the promises, and the mutual covenants and agreements of the Parties contained in the Plan and herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and affirmed, the Parties agree and declare as follows:

DECLARATION OF ~~OPCO-DEBTOR~~-LITIGATION TRUST

The ~~OpCo~~ Freedom HoldCo Debtors ~~and~~, the OpCo Debtors, the Litigation Trustee, and the members of the Litigation Trust Advisory Board enter into this Agreement to effectuate the distribution of the ~~OpCo Debtor~~ Litigation Trust Net Assets to the ~~OpCo Debtor~~ Litigation Trust Beneficiaries pursuant to the Plan and the Confirmation Order;

Pursuant to Section 7.10 of the Plan and Section 2.3.2 of this Agreement, on the Effective Date, all of the ~~OpCo Debtor~~ Litigation Trust Assets shall automatically and irrevocably be transferred to, and vest in or deem to be vested in, the ~~OpCo Debtor~~ Litigation Trust free and

clear of all Claims, Liens, Interests, encumbrances, and contractually imposed restrictions, except as otherwise provided in the Plan;

TO HAVE AND TO HOLD unto the ~~OpCo~~-Litigation Trustee and its successors in trust; and

IT IS HEREBY FURTHER COVENANTED AND DECLARED, that the ~~OpCo-Debtor~~-Litigation Trust Assets, are to be held by the ~~OpCo-Debtor~~-Litigation Trust and applied on behalf of the ~~OpCo-Debtor~~-Litigation Trust by the ~~OpCo~~-Litigation Trustee (such ~~OpCo~~-Litigation Trustee to be a “United States person” within the meaning of Internal Revenue Code section 7701(a)(30) and established within the United States) on the terms and conditions set forth herein and the Plan (including, for the avoidance of doubt, the ~~Committee~~Global Settlement incorporated therein), solely for the benefit of the ~~OpCo-Debtor~~-Litigation Trust Beneficiaries, as more fully set forth in the Plan and this Agreement, and for no other party.

ARTICLE I

RECITALS, PLAN DEFINITIONS, OTHER DEFINITIONS, INTERPRETATION, AND CONSTRUCTION

1.1 Recitals. The Recitals are incorporated into and made terms of this Agreement.

1.2 Definitions. All capitalized terms used in this Agreement but not defined herein shall have the meanings set forth in the Plan or the Confirmation Order, as applicable, or as otherwise set forth herein. For the avoidance of doubt, the “~~OpCo-Debtor~~-Litigation Trust Assets” shall mean the ~~OpCo-Debtor~~-Litigation Trust Assets (as defined in the Plan) and any and all other property held from time to time by the ~~OpCo-Debtor~~-Litigation Trust under this Agreement and any proceeds thereof and earnings thereon. ~~In addition, as used in this Agreement, the below terms are defined as follows:~~

~~1.2.1 “OpCo Debtor Litigation Trust Net Assets” means the OpCo Debtor Litigation Trust Assets less the OpCo Debtor Litigation Trust Expenses.~~

~~1.2.2 “Reorganized OpCo Debtor(s)” means each of the Reorganized Debtors that were OpCo Debtors prior to the Effective Date of the reorganization pursuant to and under the Plan Equitization Transaction.~~

1.3 Conflict Among Plan Documents. In the event of any inconsistency between the Plan, the Confirmation Order, and/or this Agreement, each such document shall have controlling effect in the following rank order: (i) the Confirmation Order; (ii) the Plan (including, for the avoidance of doubt, the ~~Committee~~Global Settlement incorporated herein); and (iii) this Agreement;² *provided, however*, that to the extent that the Plan and the Confirmation Order are silent as to a particular issue, the terms of the relevant provision of this Agreement shall control so long as not otherwise inconsistent with the clear intent of the Plan and/or the Confirmation Order.

ARTICLE II

ESTABLISHMENT OF ~~OPCO-DEBTOR~~-LITIGATION TRUST

2.1 Effectiveness of Agreement; Name of ~~OpCo Debtor~~ Litigation Trust. The Freedom HoldCo Debtors, the OpCo Debtors and the ~~OpCo~~-Litigation Trustee, pursuant to the Plan and in accordance with the Bankruptcy Code, hereby create the ~~OpCo Debtor~~-Litigation Trust in furtherance of the compromises and agreements more fully set forth in the Plan. This Agreement shall become effective on the Effective Date. The ~~OpCo Debtor~~-Litigation Trust shall be officially known as the “Franchise Group ~~OpCo~~ Litigation Trust.”

2.2 Purpose of ~~OpCo Debtor~~ Litigation Trust. Further to the establishment and purpose of the ~~OpCo Debtor~~-Litigation Trust as declared in Recital 8 of this Agreement, the

~~OpCo-Debtor~~-Litigation Trust is established for the primary purpose of collecting, holding, administering, liquidating, and distributing the ~~OpCo-Debtor~~-Litigation Trust Assets for the benefit of the ~~OpCo-Debtor~~-Litigation Trust Beneficiaries in accordance with the terms and conditions of this Agreement, Treasury Regulations Section 301.7701-4(d), and the Plan (including, for the avoidance of doubt, the ~~Committee~~Global Settlement incorporated therein), and with no objective or authority to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the ~~OpCo-Debtor~~-Litigation Trust.

2.3 Transfer of ~~OpCo-Debtor~~-Litigation Trust Assets.

2.3.1 Conveyance of ~~OpCo-Debtor~~-Litigation Trust Assets. Pursuant to the Plan, the Freedom HoldCo Debtors and the OpCo Debtors hereby irrevocably grant, release, assign, transfer, convey, and deliver, on behalf of the ~~OpCo-Debtor~~-Litigation Trust Beneficiaries, all of such ~~OpCo~~-Debtors' rights, title, and interest in and to the ~~OpCo-Debtor~~-Litigation Trust Assets to the ~~OpCo-Debtor~~-Litigation Trust as of the Effective Date in trust for the benefit of the ~~OpCo-Debtor~~-Litigation Trust Beneficiaries, which shall constitute ~~OpCo-Debtor~~-Litigation Trust Assets for all purposes and shall be administered and applied as specified in this Agreement and the Plan. Upon the transfer of the ~~OpCo-Debtor~~-Litigation Trust Assets to the ~~OpCo-Debtor~~-Litigation Trust in accordance with the Plan, none of the Debtors or the Reorganized Debtors shall have any further obligations with respect to the ~~Allowed-OpCo-General Unsecured Claims under the Plan, or the~~ distribution or payment of any proceeds of the ~~OpCo-Debtor~~-Litigation Trust Assets to any of the ~~OpCo-Debtor~~-Litigation Trust Beneficiaries, except that the ~~OpCo~~-Debtors or the Reorganized ~~OpCo~~-Debtors, as applicable, as reasonably requested by the ~~OpCo~~-Litigation Trustee, shall, at the Litigation Trust's sole cost and expense,

from time to time, (i) execute and deliver or cause to be executed and delivered any such documents (in recordable form where necessary or appropriate) and (ii) take or cause to be taken such further commercially reasonable action, in each case as the ~~OpCo~~-Litigation Trustee may reasonably deem necessary or appropriate, to vest in the ~~OpCo~~-Litigation Trust or confirm to the ~~OpCo~~-Litigation Trustee title to and possession of the ~~OpCo Debtor~~-Litigation Trust Assets.—
~~The; provided that neither the Debtors nor~~ Reorganized ~~OpCo~~-Debtors shall ~~promptly notify the~~
~~OpCo Litigation Trustee of (i) any changes to the Initial Strike Price on account of the Strike~~
~~Price Multiplier, (ii) the occurrence of a “liquidity event” resulting in the earlier expiration~~
~~and/or termination of the New Warrants, (iii) any adjustments for splits, reverse splits, and~~
~~similar structural transactions that are not “liquidity events,” and (iv) the initial time at which the~~
~~New Warrants become exercisable based upon the Initial Strike Price, as may be modified by the~~
~~Strike Price Multiplier. The OpCobe required to incur any unreimbursed liability for any fees or~~
~~expenses (including any indemnification obligations) in connection with such actions. The~~
Litigation Trustee shall have no duty to arrange for any of the transfers of any ~~OpCo Debtor~~-
Litigation Trust Assets contemplated under this Agreement or by the Plan or to ensure their
compliance with the terms of the Plan and/or the Confirmation Order and shall be conclusively
entitled to rely on the legality and validity of such transfers. Under no circumstance shall the
Debtors, the Reorganized Debtors, ~~the OpCo Debtors, or the Reorganized OpCo Debtors,~~ or any
other party be required to contribute any additional assets to or for the benefit of the ~~OpCo~~-
~~Debtor~~-Litigation Trust other than the ~~OpCo Debtor~~-Litigation Trust Assets, except as otherwise
set forth in the Plan.

2.3.2 Title to ~~OpCo Debtor~~-Litigation Trust Assets. Pursuant to the Plan, all of
the Freedom HoldCo Debtors’ and the OpCo Debtors’ rights, title, and interest in and to the

~~OpCo Debtor~~ Litigation Trust Assets, including all such assets held or controlled by third parties (if any), are hereby irrevocably transferred to, and automatically vested in, or deemed to be automatically vested in, the ~~OpCo Debtor~~ Litigation Trust on the Effective Date and shall comprise assets of the ~~OpCo Debtor~~ Litigation Trust for all purposes, free and clear of all Liens, Claims, encumbrances, Interests, contractually-imposed restrictions, and other interests, ~~except as specifically provided in the Plan,~~ and such transfer is on behalf of the ~~OpCo Debtor~~ Litigation Trust Beneficiaries to establish the ~~OpCo Debtor~~ Litigation Trust. Subject to any applicable consultation rights set forth in this Agreement, the ~~OpCo Debtor~~ Litigation Trust shall be authorized, among other things, to (i) obtain possession or control of, collect, receive, hold, administer, liquidate, and distribute all of the ~~OpCo Debtor~~ Litigation Trust Assets ~~in the possession or control of the OpCo Debtors and/or third parties,~~ (ii) investigate, pursue, prosecute, compromise, settle, and/or otherwise resolve the ~~OpCo~~Permitted Litigation Claims, ~~which, for the avoidance of doubt, include, but are not limited to, all Causes of Action against the HoldCo Debtors held by the OpCo Debtors in accordance with the Plan,~~ and (iii) other than as provided under the Plan, assert and/or exercise any and all rights, including, without limitation, setoff and recoupment, defenses, counterclaims, and cross-claims, whether arising at law or in equity, of the Freedom HoldCo Debtors, the OpCo Debtors, or their respective Estates, ~~or the Reorganized OpCo Debtors~~ to any claims, Causes of Action, or counterclaims that may be asserted by (a) any and all Persons and/or Entities that are or may become defendants, sued, or a party in or the subject of any lawsuit, proceeding, or litigation in connection with the ~~OpCo~~Permitted Litigation Claims or (b) the Holders of Disputed OpCo General Unsecured Claims or Freedom HoldCo General Unsecured Claims. Without limiting the generality of the foregoing, the ~~OpCo Debtor~~ Litigation Trust shall have the right to (i) invoke section 542 of the

Bankruptcy Code to pursue turnover of ~~OpCo-Debtor~~ Litigation Trust Assets and (ii) enforce any of provisions of the Plan and/or Confirmation Order against any Persons or Entities that seek or seeks to interfere with the administration of the ~~OpCo-Debtor~~ Litigation Trust and/or the ~~OpCo-Debtor~~ Litigation Trust Assets. On the Effective Date, the ~~OpCo-Debtor~~ Litigation Trust, acting by and through the ~~OpCo~~ Litigation Trustee, shall be substituted for the Freedom HoldCo Debtors and the OpCo Debtors for all purposes with respect to the ~~OpCo-Debtor~~ Litigation Trust Assets and the administration of the ~~OpCo-Debtor~~ Litigation Trust Units. To the extent any ~~Law~~ or regulation prohibits the transfer of ownership of any of the ~~OpCo-Debtor~~ Litigation Trust Assets from the Freedom HoldCo Debtors and/or the OpCo Debtors to the ~~OpCo-Debtor~~ Litigation Trust and such ~~Law~~ is not superseded by the Bankruptcy Code, the ~~OpCo-Debtor~~ Litigation Trust's interest in such ~~OpCo-Debtor~~ Litigation Trust Assets shall be a Lien upon, and security interest in, such ~~OpCo-Debtor~~ Litigation Trust Assets, in trust, nevertheless, for the sole use and purposes set forth in Section 2.2 of this Agreement, and this Agreement shall be deemed a security agreement granting such Lien upon, and interest therein, without need to file any financing statement(s), mortgage(s), or other documentation evincing such Lien and security interest. By executing this Agreement, the ~~OpCo~~ Litigation Trustee on behalf of the ~~OpCo-Debtor~~ Litigation Trust hereby accepts all of such property and Liens (if any) as ~~OpCo-Debtor~~ Litigation Trust Assets, to be held in trust for ~~the OpCo-Debtor~~ Litigation Trust Beneficiaries, subject to the terms of this Agreement, the Confirmation Order, and the Plan.

2.4 Litigation Trust Funding. On the Effective Date, the Litigation Trust Escrow Account shall be funded with the Litigation Trust Escrow Amount. The Litigation Trust Escrow Amount shall be used for the administration of the Litigation Trust, to pay Litigation Trust

Expenses, and to pursue the Permitted Litigation Claims. The Litigation Trust Escrow Amount shall be primarily reserved for Litigation Trust Expenses.

2.5 ~~2.4~~ Capacity of OpCo Debtor Litigation Trust. Notwithstanding any state or federal ~~Law~~ to the contrary or anything herein, the ~~OpCo Debtor~~ Litigation Trust shall itself have the capacity, in its own right and name, to act or refrain from acting, including the capacity to sue and be sued and to enter into contracts. The ~~OpCo Debtor~~ Litigation Trust may alone be the named movant, respondent, party plaintiff or defendant, or the like in all adversary proceedings, contested matters, and other state or federal proceedings brought by or against it, and may settle and compromise all such matters in its own name.

2.6 ~~2.5~~ Cooperation. ~~The~~ [On or after the Effective Date], at the sole cost and expense of the Litigation Trust, the Reorganized ~~OpCo~~ Debtors shall use commercially reasonable efforts to cooperate with the ~~OpCo Debtor~~ Litigation Trust and the ~~OpCo~~ Litigation Trustee and any professionals retained by the ~~OpCo Debtor~~ Litigation Trust in effecting the transition from the ~~OpCo~~ Reorganized Debtors ~~or the Reorganized OpCo Debtors, as applicable, to the OpCo Debtor to the~~ Litigation Trust; and of the administration of the ~~OpCo Debtor~~ Litigation Trust Assets; *provided that* ~~neither the OpCo Debtors nor~~ the Reorganized ~~OpCo~~ Debtors shall not be required to incur any unreimbursed liability for any fees or expenses (including any indemnification obligations) that may result from any such cooperation. Such cooperation shall include, but not be limited to, from and after the Effective Date, using commercially reasonable efforts to identify and make available (i) any evidence and information the ~~OpCo~~ Litigation Trustee reasonably requests in connection with the ~~OpCo Debtor~~ Litigation Trust's investigation, prosecution, other pursuit, or defense, as applicable, of the ~~OpCo~~ Permitted Litigation Claims and objections to Disputed OpCo General Unsecured Claims and Disputed Freedom HoldCo General

Unsecured Claims, to the extent the Reorganized ~~OpCo~~ Debtors have such evidence and/or information, ~~and~~ [(ii) former the identity and contact information of the former officers, directors, and employees and Professionals of the ~~OpCo Debtors and current officers and directors of the Reorganized Debtors (in each case, by providing contact information if available through commercially reasonable efforts) with~~ Debtors who may have knowledge regarding the ~~OpCo~~ Permitted Litigation Claims ~~or Disputed OpCo General Unsecured Claims. The OpCo Debtors or the Reorganized OpCo Debtors (or their respective Professionals), as applicable, shall arrange for the OpCo Litigation Trustee to receive (i) an updated Claims Register of OpCo General Unsecured Claims from the Claims Agent within thirty (30) days after the Effective Date and, if applicable, (ii) a register of Holders of any Allowed First Lien Deficiency Claims and any Prepetition Second Lien Loan Claims (including, without duplication, any Second Lien Deficiency Claims) that are classified and treated as Class 6 Claims in accordance with the Plan. Upon reasonable request of the Ad Hoc Group or its professionals, at the sole cost and expense of the Ad Hoc Group, the OpCo Litigation Trustee shall provide commercially reasonable access to the Ad Hoc Group and any of its professionals to retrieve or access data with respect to administration and assets and liabilities of the OpCo Debtor Litigation Trust, including, without limitation, the, Disputed OpCo General Unsecured Claims, ~~the~~ or Disputed Freedom HoldCo General Unsecured Claims; and (iii) current officers, directors, and employees of the Reorganized Debtors who may have knowledge regarding the Permitted Litigation Claims, Disputed OpCo General Unsecured Claims, ~~and the OpCo Litigation Claims (including, without limitation, all Causes of Action against the HoldCo Debtors); provided that neither the OpCo Litigation Trustee nor the OpCo Debtor Litigation Trust shall be required to incur any liability for any fees or expenses (including any indemnification obligations) that may result from the~~~~

~~provision of any such access to the Ad Hoc Group and any of its professionals or~~ Disputed Freedom HoldCo General Unsecured Claims, subject to consultation and cooperation between the Reorganized Debtors and the Litigation Trustee regarding the reasonable availability of such individuals; *provided* that [the individuals set forth in **Schedule 2** hereto (the “Specified Personnel”)] will be made available to the Litigation Trust without such limitation.]

2.6.1 [Prior to the Effective Date, the Debtors shall, at the cost and expense of the Debtors, and on or after the Effective Date, the Reorganized Debtors shall, at the ~~sole cost and expense of the~~ Litigation Trust (which shall, in each case, constitute Litigation Trust Expenses hereunder), and in all cases at the earliest opportunity, use commercially reasonable efforts to preserve (including through device imaging) and provide to the Litigation Trust all documents,⁴ communications,⁵ and other information (or copies thereof) (collectively,

⁴ For the avoidance of doubt, for the purposes of this Section 2.6, “documents” shall include any printed, written, typed, recorded, transcribed, taped, photographic, or graphic mater, in draft or final form, including, but not limited to: any letter, correspondence, or Communication of any sort; photograph; sound recording; video recording; note, notebook, diary, calendar, minutes, memorandum, contract, agreement, or any amendment thereto; telex, telegram, or cable; summary, report or record of telephone conversation, voice mail or voice mail back-up, [text message, instant message, Bloomberg message, WhatsApp message,] discussion, interview, meeting, conference, investigation, negotiation, act, or activity; projection, work paper, or draft; computer or computer network output or input, portable storage devices, e-mail, magnetic and/or optical medias, archived or back up data on any of these medias on the cloud or otherwise, and documents that have been deleted but are recoverable from any of these medias; opinion or report of consultant; request, order, invoice, or bill of lading; analysis, diagram, map, index, sketch, drawing, plan, chart, manual, brochure, pamphlet, advertisement, circular, newspaper or magazine clipping, or press release; receipt, journal, ledger, schedule, bill, or voucher; financial statement, statement of account, bank statement, checkbook, stubs, register, canceled check, deposit slip, charge slip, tax return (income or other), requisition, file, study, graph, or tabulation, and any and all other writings and recordings of whatever nature, and any other data compilation from which information can be obtained, translated, if necessary, by the respondent through detection devices into reasonable usable form; including, without limitation, all things meeting the definition of “documents” or “electronically stored information” set forth in Rule 34 of the Federal Rules of Civil Procedure, as incorporated by Rules 7034 and 9014 of the Federal Rules of Bankruptcy Procedure, as applicable, or meeting the definition of “writing” or “recording” set forth in Rule 1001 of the Federal Rules of Evidence. Any document with any marks such as initials, comments, or notations of any kind is not deemed to be identical to one without such marks and is a separate document within the meaning of this term.

⁵ For the avoidance doubt, for purposes of this Section 2.6, “communications” shall include any oral or written utterance, notation, or statement of any nature whatsoever between or among two or more Persons, by or to whomsoever made, and including without limitation, correspondence, documents, conversations, dialogues, discussions, e-mail, interviews, text messages, consultations, agreements, and other understandings.

“Information”) in the possession and control of the Reorganized Debtors that may reasonably be necessary for the liquidation of the Litigation Trust Assets or that may reasonably facilitate the prosecution of the Permitted Litigation Claims, including: (a) all Information [provided to Petrillo Klein + Boxer LLP or Akin Gump Strauss Hauer & Feld LLP in connection with the Freedom HoldCo Independent Investigation and the independent investigations conducted by Petrillo Klein + Boxer LLP, as well as complete and unredacted versions of the reports prepared by the Freedom HoldCo Independent Director and Petrillo Klein + Boxer LLP (which unredacted reports may be provided to the Litigation Trustee and the members of the Litigation Trust Advisory Board on a confidential basis)], (b) all Information produced by the Debtors in discovery in the Chapter 11 Cases, (c) a copy of all the Debtors’ prepetition books and records from January 1, 2022 through January 1, 2024; and (d) such other Information that the Reorganized Debtors and the Litigation Trust may agree upon after conferring in good faith; *provided that*, notwithstanding anything to the contrary herein, the Reorganized Debtors shall not be required to (i) incur any liability for any fees or expenses (including any indemnification obligations) that may result from any such cooperation and any documented costs and expenses incurred by the Reorganized Debtors in connection therewith shall be borne or promptly reimbursed by Litigation Trust (which shall, in each case, constitute Litigation Trust Expenses hereunder), or (ii) take any actions in connection with any of the Reorganized Debtor’s cooperation obligations hereunder that the Reorganized Debtors reasonably determine would harm the merits of, create defenses to, or otherwise prejudice the Reorganized Debtors’ Retained Causes of Action following good-faith consultation and coordination between the Reorganized

Debtors and the Litigation Trustee.]⁶

2.6.2 The Reorganized Debtors (or their respective Professionals) shall arrange for the Litigation Trustee to receive (i) an updated Claims Register of OpCo General Unsecured Claims and Freedom HoldCo General Unsecured Claims from the Claims Agent within thirty (30) days after the Effective Date and, if applicable, (ii) a register of Holders of any Prepetition First Lien Loan Claims, any Prepetition Second Lien Loan Claims, and any Prepetition HoldCo Loan Claims.

2.7 ~~2.6~~ Duties of the Debtors and the Reorganized Debtors. The Debtors and the Reorganized Debtors, as applicable, shall have no responsibility or obligation with respect to the ~~OpCo Debtor~~-Litigation Trust or ~~OpCo Debtor~~-Litigation Trust Assets after the Effective Date, other than to comply with Sections 2.3 and 2.56 of this Agreement. [To the extent the Reorganized Debtors are obligated to take any action pursuant to this Agreement, unless otherwise expressly set forth herein, the Reorganized Debtors shall only be required to use commercially reasonable efforts in taking such action and the Reorganized Debtors shall coordinate and consult with the Litigation Trustee to ensure that such actions are commercially reasonable (subject to the unqualified cooperation of the Specific Personnel).] For the avoidance of doubt, the Reorganized Debtors shall not be required to incur any liability for any fees or expenses (including any indemnification obligations) that may result from such compliance and any documented costs and expenses incurred by the Reorganized Debtors in connection therewith shall be borne or promptly reimbursed by Litigation Trust (which shall, in each case, constitute Litigation Trust Expenses hereunder).

⁶ Capitalized terms in Section 2.6 not otherwise defined in the Plan or Confirmation Order, as set forth in Section 1.2, shall have the meanings ascribed to them in the Disclosure Statement [Docket No. 151].

2.8 ~~2.7~~ No Retention of Excess Cash. Notwithstanding anything in this Agreement to the contrary, but subject to any applicable consultation rights set forth in this Agreement, under no circumstances shall the ~~OpCo-Debtor~~-Litigation Trust or the ~~OpCo~~-Litigation Trustee retain Cash in excess of a reasonable amount to meet Claims, expenses (including any litigation expenses incurred in connection with prosecuting the Permitted Litigation Claims), and contingent liabilities or to maintain the value of the ~~OpCo-Debtor~~-Litigation Trust Assets during liquidation other than reserves established pursuant to Article III and/or Section ~~4.1.25.1.1~~ of this Agreement, and shall distribute all amounts not required to be retained for such purposes and not otherwise required to be distributed to the ~~OpCo-Debtor~~-Litigation Trust Beneficiaries as promptly as reasonably practicable in accordance with the Plan and this Agreement.

2.9 ~~2.8~~ Acceptance by ~~OpCo~~-Litigation Trustee. The ~~OpCo~~-Litigation Trustee accepts its appointment as ~~OpCo~~-Litigation Trustee of the ~~OpCo-Debtor~~-Litigation Trust.

2.10 Appointment of the Litigation Trust Advisory Board. The members of the Litigation Trust Advisory Board are hereby appointed, effective as of the Effective Date, pursuant to the terms and conditions set forth in Section 4.1 of this Agreement.

2.11 Privileges.

2.11.1 [All attorney-client privileges, work product protections and other privileges, immunities or protections from disclosure (the “Privileges”) held by any one or more of the applicable Debtors (including any pre-petition or post-petition committee or subcommittee of the board of directors or equivalent governing body of any of the Debtors and their respective predecessors) related to the Litigation Trust Assets are hereby transferred and assigned to the Litigation Trust. The Debtors and/or the Reorganized Debtors shall not withhold any Information required to be provided to the Litigation Trustee under this Agreement on the basis

that it is subject to any Privileges.] Information transferred by the Debtors and/or the Reorganized Debtors that is subject to such Privileges (the “Transferred Privileged Information”) shall include documents and information of all manners, whether oral, written, or digital, and whether or not previously disclosed or discussed. For the avoidance of doubt, the Privileges shall include any right to preserve or enforce a privilege that arises from any joint defense, common interest, or similar agreement involving any of the Debtors.

2.11.2 The foregoing transfer and assignment shall vest the Privileges concerning the Transferred Privileged Information in the Litigation Trust, consistent with sections 1123(a)(5)(B) and 1123(b)(3)(B) of the Bankruptcy Code, for the benefit of the Litigation Trust and the Litigation Trust Beneficiaries. [The Litigation Trust shall have the authority and discretion to maintain the Privileges and keep the Transferred Privileged Information confidential or waive any Privileges and/or disclose and/or use in litigation or any proceeding any or all of the Transferred Privileged Information; *provided, however*, that the Litigation Trust may not, without good-faith consultation and coordination between the Litigation Trustee and the Reorganized Debtors, (i) wave any Privileges in respect of Transferred Privileged Information, or (ii) use or disclose any Transferred Privileged Information. The Reorganized Debtors may not make disclosure in a manner that could effectuate a waiver of any Privileges in respect of Transferred Privileged Information without good-faith consultation and coordination between the Litigation Trustee and the Reorganized Debtors. If the Litigation Trustee or the Reorganized Debtors object to an action proposed to be taken by the other with regard to records, documents, or information related to the Litigation Trust Assets that are covered by the Privileges (or a disclosure that would result in a waiver), the parties shall be permitted to raise the issue with the Bankruptcy Court. The objecting party shall bear the burden of proof. Each of

the parties shall bear its own costs and expenses, including attorneys' fees, incurred in connection with such dispute. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall operate as a waiver of any privileges held and retained by the Reorganized Debtors, including, but not limited to, the Privileges that are transferred to the Litigation Trust hereunder.]

ARTICLE III

ADMINISTRATION OF ~~OPCO-DEBTOR~~-LITIGATION TRUST

3.1 Rights, Powers, and Privileges of ~~OpCo~~-Litigation Trustee Generally. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, as of the Effective Date, the ~~OpCo~~-Litigation Trustee, on behalf of the ~~OpCo-Debtor~~-Litigation Trust, may, subject to the oversight of the Litigation Trust Advisory Board, control and exercise authority and dominion over the ~~OpCo-Debtor~~-Litigation Trust Assets, over the acquisition, management, and disposition thereof, and over the management and conduct of the affairs of the ~~OpCo-Debtor~~-Litigation Trust in accordance with the Plan and this Agreement. Subject to ~~any applicable consultation rights~~the oversight of the Litigation Trust Advisory Board set forth ~~in this Agreement~~herein, in administering the ~~OpCo-Debtor~~-Litigation Trust Assets, the ~~OpCo~~-Litigation Trustee shall, among other things, in an expeditious but commercially reasonable manner, (i) liquidate and convert to Cash the ~~OpCo-Debtor~~-Litigation Trust Assets, (ii) make timely distributions in accordance with this Agreement and the Plan, and (iii) exercise reasonable business judgment and not unduly prolong the ~~OpCo-Debtor~~-Litigation Trust's duration. Notwithstanding anything in the Plan or this Agreement to the contrary, the ~~OpCo~~-Litigation Trustee shall always act consistently with, and not contrary to, the purpose of the ~~OpCo-Debtor~~-Litigation Trust as set forth in this Agreement and the Plan.

3.2 Power to Contract. ~~Subject to any applicable~~In consultation ~~rights set forth in this Agreement~~with the Litigation Trust Advisory Board, in furtherance of the purpose of the ~~OpCo-Debtor~~-Litigation Trust, and except as otherwise specifically restricted in the Plan, the Confirmation Order, or this Agreement, the ~~OpCo~~-Litigation Trustee shall have the right and power on behalf of the ~~OpCo-Debtor~~-Litigation Trust and also may cause the ~~OpCo-Debtor~~-Litigation Trust to enter into any covenants or agreements binding the ~~OpCo-Debtor~~-Litigation Trust, and to execute, acknowledge, and deliver any and all instruments that are necessary or deemed by the ~~OpCo~~-Litigation Trustee to be consistent with, and advisable in, furthering the purpose of the ~~OpCo-Debtor~~-Litigation Trust, including, without limitation, with respect to the ~~OpCo~~Permitted Litigation Claims.

3.3 Ultimate Right to Act Based on Advice of Counsel or Other Professionals. ~~Subject to any applicable~~In consultation ~~rights set forth in this Agreement~~with the Litigation Trust Advisory Board, nothing in this Agreement shall be deemed to prevent the ~~OpCo~~-Litigation Trustee from taking or refraining to take any action on behalf of the ~~OpCo-Debtor~~-Litigation Trust that, based upon the advice of counsel or other professionals, the ~~OpCo~~-Litigation Trustee determines it is obligated to take or to refrain from taking in the performance of any duty that the ~~OpCo~~-Litigation Trustee may owe the ~~OpCo-Debtor~~-Litigation Trust Beneficiaries or any other Person under the Plan, the Confirmation Order, or this Agreement.

3.4 Powers of ~~OpCo~~-Litigation Trustee. Without limiting the generality of the above Section 3.1, in furtherance of, consistent with, and unless otherwise specifically limited or restricted by the purpose, terms, and conditions of the Plan, the Confirmation Order, or this Agreement, the Litigation Trustee shall, in consultation with the Litigation Trust Advisory Board, in addition to the powers granted in the Plan and the Confirmation Order, and those

powers set forth herein, at the sole cost and expense of the ~~OpCo Debtor~~ Litigation Trust, ~~the OpCo Litigation Trustee shall~~ have the power to take the following actions on behalf of the ~~OpCo Debtor~~ Litigation Trust and any powers reasonably incidental thereto that the ~~OpCo~~ Litigation Trustee, in its reasonable discretion, deems necessary or appropriate to fulfill the purpose of the ~~OpCo Debtor~~ Litigation Trust, ~~unless otherwise specifically limited or restricted by the Plan, Confirmation Order, or this Agreement and subject to any applicable consultation rights set forth in this Agreement:~~

3.4.1 hold legal title to the ~~OpCo Debtor~~ Litigation Trust Assets and to any and all rights of the Freedom HoldCo Debtors and the OpCo Debtors (including as Reorganized ~~OpCo~~ Debtors, as applicable) and the ~~OpCo Debtor~~ Litigation Trust Beneficiaries in or arising from the ~~OpCo Debtor~~ Litigation Trust Assets;

3.4.2 receive, maintain, conserve, supervise, prosecute, collect, settle, manage, adjust, invest, protect, enforce, and, where appropriate, cause the ~~OpCo Debtor~~ Litigation Trust to abandon the ~~OpCo Debtor~~ Litigation Trust Assets, including causing the ~~OpCo Debtor~~ Litigation Trust to invest any monies held as ~~OpCo Debtor~~ Litigation Trust Assets in accordance with the terms of Section ~~3.10~~3.9 hereof;

3.4.3 cause the ~~OpCo Debtor~~ Litigation Trust to investigate, pursue, litigate, and/or settle the ~~OpCo~~Permitted Litigation Claims ~~(including, but not limited to, all Causes of Action against the HoldCo Debtors);~~

3.4.4 open and maintain bank accounts or any other accounts on behalf of, or in the name of, the ~~OpCo Debtor~~ Litigation Trust;

3.4.5 cause the ~~OpCo-Debtor~~-Litigation Trust to enter into any agreement or execute any document or instrument required by or consistent with the Plan, the Confirmation Order, or this Agreement, and to perform all obligations thereunder;

3.4.6 receive, collect, hold, administer, and liquidate any and all of the ~~OpCo-Debtor~~-Litigation Trust Assets, including, without limitation, the sale of any ~~OpCo-Debtor~~-Litigation Trust Assets;

3.4.7 protect and enforce the rights to the ~~OpCo-Debtor~~-Litigation Trust Assets (including, without limitation, the ~~OpCo~~Permitted Litigation Claims) vested in the ~~OpCo-Debtor~~-Litigation Trust and the ~~OpCo~~-Litigation Trustee by this Agreement by any method deemed appropriate, including, without limitation, by judicial proceedings or otherwise;

3.4.8 investigate any potential ~~OpCo~~Permitted Litigation Claims ~~(including, but not limited to, all Causes of Action against the HoldCo Debtors)~~ and cause the ~~OpCo-Debtor~~-Litigation Trust to seek the examination of any Person pursuant to Federal Rule of Bankruptcy Procedure 2004 in relation to the ~~OpCo~~Permitted Litigation Claims;

3.4.9 investigate any ~~OpCo~~Permitted Litigation Claims and review, reconcile, compromise, settle or object to OpCo General Unsecured Claims and Freedom HoldCo General Unsecured Claims as set forth in the Plan ~~(other than as to the quantum of the First Lien Deficiency Claims, which shall be in an amount consistent with the description in Section 5.4(b) of the Plan)~~, and cause the ~~OpCo-Debtor~~-Litigation Trust to seek the examination of any Person pursuant to Federal Rule of Bankruptcy Procedure 2004 in relation to the ~~OpCo~~Permitted Litigation Claims; *provided, however*, that the ~~OpCo-Debtor~~-Litigation Trust shall not be permitted to seek relief under Bankruptcy Rule 2004 as against (i) ~~the OpCo Debtors or the Reorganized OpCo Debtors~~, (ii) any current employees, officers, or directors of the Reorganized

~~OpCo~~ Debtors, (iii) the DIP Agent and the DIP Lenders, (iii) the Freedom Lender Group, and (iv) the Ad Hoc ~~First Lien~~ Group;

~~3.4.10 cause the OpCo Debtor Litigation Trust, if applicable, to exercise the New Warrants at a time chosen by the OpCo Litigation Trustee, in consultation with the Ad Hoc Group, in accordance with the Plan, this Agreement, and the New Warrants Documentation;~~

3.4.10 ~~3.4.11~~ cause the ~~OpCo Debtor~~ Litigation Trust to employ or retain professionals, including without limitation, a distribution agent, and other agents, attorneys, financial advisors, independent contractors, and third parties pursuant to this Agreement and pay the reasonable compensation thereof as ~~OpCo Debtor~~ Litigation Trust Expenses; provided, however, that none of Paul Hastings LLP, White & Case LLP or Pachulski Stang Ziehl & Jones LLP shall serve as counsel to the Litigation Trust, the Litigation Trustee, or the Litigation Trust Advisory Board;

3.4.11 ~~3.4.12~~ cause the ~~OpCo Debtor~~ Litigation Trust to pay all of its lawful expenses, debts, charges, taxes, and other liabilities, and make all other payments relating to the ~~OpCo Debtor~~ Litigation Trust Assets as ~~OpCo Debtor~~ Litigation Trust Expenses, solely out of the ~~OpCo Debtor~~ Litigation Trust Assets;

3.4.12 ~~3.4.13~~ cause the ~~OpCo Debtor~~ Litigation Trust to review, reconcile, investigate, pursue, prosecute, enforce, collect, compromise, settle, abandon, or elect not to pursue all Disputed OpCo General Unsecured Claims ~~and the OpCo~~, Disputed Freedom HoldCo General Unsecured Claims and the Permitted Litigation Claims;

3.4.13 ~~3.4.14~~ calculate, authorize, and make all distributions to ~~the H~~olders of ~~Allowed OpCo General Unsecured Claims~~ Litigation Trust Units as provided for in, or contemplated by, the Plan and this Agreement;

3.4.14 ~~3.4.15~~ establish, adjust, and maintain a ~~OpCo Debtor~~ Litigation Trust Disputed Claims Reserve;

3.4.15 ~~3.4.16~~ cause the ~~OpCo Debtor~~ Litigation Trust to withhold from the amount distributable to any Person the maximum amount needed to pay any tax or other charge that the ~~OpCo~~ Litigation Trustee has determined, based upon the advice of its agents and/or professionals, may be required to be withheld from such distribution under the income tax or other laws of the United States or of any state or political subdivision thereof;

3.4.16 ~~3.4.17~~ in reliance upon the Debtors' Schedules and the official Claims Register maintained in the Chapter 11 Cases, review, and, where appropriate, cause the ~~OpCo Debtor~~ Litigation Trust to Allow or object to, ~~OpCo~~ General Unsecured Claims or Freedom HoldCo General Unsecured Claims, and supervise and administer the ~~OpCo Debtor~~ Litigation Trust's commencement, prosecution, settlement, compromise, withdrawal, or resolution of all objections to the Disputed OpCo General Unsecured Claims ~~required~~ and Disputed Freedom HoldCo General Unsecured Claims permitted to be administered by the ~~OpCo Debtor~~ Litigation Trust in accordance with the Plan; provided, however, that the Litigation Trustee shall not be permitted to object to any Prepetition First Lien Loan Claims, Prepetition Second Lien Loan Claims, or Prepetition HoldCo Loan Claims;

3.4.17 ~~3.4.18~~ in reliance upon the Debtors' Schedules and the Claims Register maintained in the Chapter 11 Cases, maintain a register evidencing the ~~OpCo Debtor~~ Litigation Trust Units held by each ~~OpCo Debtor~~ Litigation Trust Beneficiary and, in accordance with Section ~~3.11~~ 3.10 of this Agreement, such register may be the official Claims Register maintained in the Chapter 11 Cases ~~to the extent of any OpCo General Unsecured Claims as reflected thereon;~~

3.4.18 ~~3.4.19~~ without limitation of, and as set forth in Section ~~3.4.14~~3.4.15 of this Agreement, cause the ~~OpCo-Debtor~~-Litigation Trust to make all tax withholdings, file tax information returns, file and prosecute tax refund claims, make tax elections by and on behalf of the ~~OpCo-Debtor~~-Litigation Trust, and file tax returns for the ~~OpCo-Debtor~~-Litigation Trust as a grantor trust under Internal Revenue Code section 671 and Treasury Regulation section 1.671-4 pursuant to and in accordance with the Plan and Article VIII hereof (subject to the treatment of any portion of the ~~OpCo-Debtor~~-Litigation Trust as a DOF or other separate ~~e~~Entity), and pay taxes, if any, payable for and on behalf of the ~~OpCo-Debtor~~-Litigation Trust; *provided, however,* neither the ~~OpCo-Debtor~~-Litigation Trust nor the ~~OpCo~~-Litigation Trustee shall have any responsibility or liability in any capacity whatsoever for the filing of Debtors' income tax returns for any period either prior to or after the Effective Date;

3.4.19 ~~3.4.20~~ cause the ~~OpCo-Debtor~~-Litigation Trust to abandon or donate to a charitable organization that qualifies for non-profit status under Internal Revenue Code section 501(c)(3) any ~~OpCo-Debtor~~-Litigation Trust Assets that the ~~OpCo~~-Litigation Trustee, in consultation with the ~~Ad-Hoc-Group~~Litigation Trust Advisory Board, determines to be too impractical to distribute to the ~~OpCo-Debtor~~-Litigation Trust Beneficiaries or of inconsequential value to the ~~OpCo-Debtor~~-Litigation Trust and the ~~OpCo-Debtor~~-Litigation Trust Beneficiaries;

3.4.20 ~~3.4.21~~ cause the ~~OpCo-Debtor~~-Litigation Trust to send annually to ~~OpCo-Debtor~~-Litigation Trust Beneficiaries, in accordance with the applicable tax ~~L~~Laws, a separate statement stating a ~~OpCo-Debtor~~-Litigation Trust Beneficiary's interest in the ~~OpCo-Debtor~~-Litigation Trust and its share of the ~~OpCo-Debtor~~-Litigation Trust's income, gain, loss, deduction, or credit, and to instruct all such ~~OpCo-Debtor~~-Litigation Trust Beneficiaries to report such items on their United States federal tax returns, as applicable;

3.4.21 ~~3.4.22~~ cause the ~~OpCo-Debtor~~ Litigation Trust to seek a determination of tax liability or refund of the ~~OpCo-Debtor~~ Litigation Trust (including any ~~OpCo-Debtor~~ Litigation Trust Disputed Claims Reserve treated as a DOF (if elected) or other separate ~~e~~Entity) under section 505 of the Bankruptcy Code;

3.4.22 ~~3.4.23~~ cause the ~~OpCo-Debtor~~ Litigation Trust to establish such reserves for taxes, assessments and other ~~OpCo-Debtor~~ Litigation Trust Expenses as may be necessary and appropriate for the proper operation of matters incident to the ~~OpCo-Debtor~~ Litigation Trust;

3.4.23 ~~3.4.24~~ cause the ~~OpCo-Debtor~~ Litigation Trust to purchase and carry all insurance policies that the ~~OpCo~~ Litigation Trustee deems reasonably necessary or advisable and to pay all associated insurance premiums and costs;

3.4.24 ~~3.4.25~~ undertake all administrative functions of the ~~OpCo-Debtor~~ Litigation Trust, including overseeing the winding down and termination of the ~~OpCo-Debtor~~ Litigation Trust;

3.4.25 ~~3.4.26~~ exercise, implement, enforce, and discharge all of the applicable and relevant terms, conditions, powers, duties, and other provisions of the Plan, the Confirmation Order, and this Agreement; and

3.4.26 ~~3.4.27~~ take all other actions consistent with this Agreement, the Plan, and the Confirmation Order, that the ~~OpCo~~ Litigation Trustee deems reasonably necessary or desirable to administer the ~~OpCo-Debtor~~ Litigation Trust.

3.4.27 ~~3.4.28~~ Notwithstanding anything to the contrary herein, the ~~OpCo~~ Litigation Trustee shall not invest any ~~OpCo-Debtor~~ Litigation Trust Assets, proceeds thereof, or any income earned by the ~~OpCo-Debtor~~ Litigation Trust unless such investment is permitted to be made by a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d),

as reflected therein, or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities, including Revenue Procedure 94-45, 1994-2 C.B. 684. The ~~OpCo~~ Litigation Trustee shall not be liable for interest or obligated to produce income on any moneys received by the ~~OpCo Debtor~~ Litigation Trust hereunder and held for distribution or payment, except as such interest or other income shall actually be received by the ~~OpCo~~ Litigation Trustee.

3.5 Limitations on Power and Authority of Litigation Trustee. Notwithstanding anything to the contrary contained herein, the Litigation Trustee shall not have the authority to (i) take any action in contravention of the Plan, the Confirmation Order, or this Agreement; (ii) take any action that would make it impossible to carry on the activities of the Litigation Trust; (iii) possess property of the Litigation Trust or assign the Litigation Trust's rights in specific property for any purpose other than as provided herein; (iv) raise any financing, including any litigation financing, unless such financing is on market terms, and an equal opportunity to participate in such financing is offered on the same terms and on a *pro rata* basis to all Litigation Trust Beneficiaries; or (v) make any distribution to Litigation Trust Beneficiaries, unless such distributions are made on *pro rata* basis subject to the Litigation Trust Units Allocations.

3.6 ~~3.5~~ Authority to Pursue the ~~OpCo~~ Permitted Litigation Claims. ~~Subject to any applicable~~ In consultation ~~rights set forth in this Agreement, the ~~OpCo Debtor~~~~ with the Litigation Trust Advisory Board, the Litigation Trust shall have sole and absolute discretion with respect to the right, power, and interest to investigate, review, pursue, reconcile, prosecute, enforce, collect, compromise, settle, or elect not to pursue the ~~OpCo~~ Permitted Litigation Claims, ~~which are set forth in Section 7.10(c)(iii) of the Plan, and, for the avoidance of doubt, include, but are not limited to, all Causes of Action against the HoldCo Debtors.~~ Except as otherwise provided in the Plan or the Confirmation Order, the ~~OpCo Debtor~~ Litigation Trust shall be vested with, and

shall be entitled to assert all setoffs, cross-claims, defenses, and Causes of Action, whether arising at law or in equity, of the Freedom HoldCo Debtors, the OpCo Debtors or the ~~OpCo Debtor~~ Litigation Trust to any counterclaims that may be asserted by any defendant with respect to the ~~OpCo~~Permitted Litigation Claims ~~(other than as to the quantum of the First Lien Deficiency Claims, which shall be in an amount consistent with the description in Section 5.4(b) of the Plan).~~ ~~The OpCo Debtor.~~ The Litigation Trust, acting by and through the ~~OpCo~~ Litigation Trustee, shall be the sole representative of the Freedom HoldCo Debtors' and OpCo Debtors' Estates under section 1123(b)(3) of the Bankruptcy Code with respect to the ~~OpCo~~Permitted Litigation Claims.

~~3.5.1 Except as expressly stated otherwise below, the OpCo Debtor Litigation Trust shall stand in the same position as the OpCo Debtors and their Estates (solely with regard to the OpCo Litigation Claims) as to all evidentiary privileges of any type or nature whatsoever, including attorney-client privilege, the work product privilege or doctrine, any other privilege or immunity attaching to any documents or communications in any form, including electronic data hosted on remote servers, and any other applicable evidentiary privileges of each of the foregoing (collectively, the "Privileges"), and shall succeed to all of the rights of the OpCo Debtors and their Estates (solely with regard to the OpCo Litigation Claims) to preserve or assert any such Privileges, and shall be deemed to be the assignee by each OpCo Debtor and its respective Estate (solely with regard to the OpCo Litigation Claims) of each such Privilege; provided that the OpCo Debtor Litigation Trust may not intentionally waive any Privileges in respect of records, documents, or information related to the OpCo Debtor Litigation Trust Assets without the written consent of the Reorganized Debtors.~~

3.6.1 ~~3.5.2~~ Notwithstanding the ~~OpCo~~ Debtors or Reorganized ~~OpCo~~ Debtors

providing any privileged information to the ~~OpCo Debtor~~ Litigation Trust or the ~~OpCo~~ Litigation Trustee, such privileged information shall be without waiver in recognition of the joint and/or successor interest in investigating and prosecuting the ~~OpCo~~ Permitted Litigation Claims and shall remain privileged.

3.6.2 The Litigation Trustee will exercise its reasonable business judgment in prosecuting the causes of action held by the Litigation Trust. Except as otherwise expressly set forth in this Agreement, the Litigation Trustee, in consultation with the Litigation Trust Advisory Board, shall have sole discretion with respect to the prosecution, settlement, or other resolution of Permitted Litigation Claims as it determines are in the best interests of the holders of the Litigation Trust Units and consistent with its fiduciary duties and the purposes of the Litigation Trust, and shall have no liability for the outcome of its decision.

~~3.6 Conflicting Litigation Claims. The Bankruptcy Court shall retain jurisdiction to resolve any conflict that may arise between the OpCo Debtor Litigation Trust and the Freedom HoldCo Debtor Litigation Trust, including with respect to each of their respective rights to pursue any Cause of Action and whether any such Cause of Action constitutes OpCo Litigation Claim or Freedom HoldCo Debtor Litigation Trust Claim.~~

~~3.7 Abandonment. Notwithstanding the foregoing, if, in the OpCo Litigation Trustee's reasonable judgment, in consultation with the Ad Hoc Group, any OpCo Debtor Litigation Trust Asset cannot be monetized or resolved in a commercially reasonable manner or the OpCo Litigation Trustee believes in good faith that such property has inconsequential value to the OpCo Debtor Litigation Trust or the OpCo Debtor Litigation Trust Beneficiaries, the OpCo Litigation Trustee shall have the right to cause the OpCo Debtor Litigation Trust to abandon or~~

~~otherwise dispose of such property, including by donation of such property to a qualified Internal Revenue Code section 501(c)(3) charitable organization.~~

3.7 ~~3.8~~ Responsibility for Administration of Claims. From and after the Effective Date, the ~~OpCo Debtor~~ Litigation Trust shall, subject to any applicable consultation rights set forth in this Agreement, become responsible for administering and paying distributions to Holders of ~~Allowed OpCo General Unsecured Claims. The OpCo Debtor~~ Litigation Trust Units on a pro rata basis, subject to the Litigation Trust Units Allocation. The Litigation Trust, acting by and through the ~~OpCo~~ Litigation Trustee, shall have the ~~exclusive~~ right after the Effective Date to object to the allowance of any OpCo General Unsecured Claim or Freedom HoldCo General Unsecured Claim on any ground ~~(other than as to the quantum of any First Lien Deficiency Claims, which shall be in an amount consistent with the description in Section 5.4(b) of the Plan)~~, to file, withdraw, or litigate to judgment objections to such Claims, to settle or compromise any Disputed OpCo General Unsecured Claims or Freedom HoldCo General Unsecured Claims without any further notice to or action, order or approval by the Bankruptcy Court, and to assert all defenses of the Freedom HoldCo Debtors, the OpCo Debtors, and their ~~Estates~~ respective Estates; provided that the Litigation Trust shall consult with the Reorganized Debtors prior to taking such action to the extent such action may have an adverse impact on the Reorganized Debtors' Retained Causes of Action. Except as set forth herein or in the Plan, the ~~OpCo Debtor~~ Litigation Trust, acting by and through the ~~OpCo~~ Litigation Trustee, shall also be entitled to assert all of the Freedom HoldCo Debtors', the OpCo Debtors', and their respective Estates' rights under, without limitation, section 558 of the Bankruptcy Code, and may seek estimation of any OpCo General Unsecured Claims or Freedom HoldCo General Unsecured Claims under and subject to section 502(c) of the Bankruptcy Code ~~(other than as to the quantum~~

~~of the First Lien Deficiency Claims, which shall be in an amount consistent with the description in Section 5.4(b) of the Plan).~~

3.8 ~~3.9~~ Agents and Professionals. ~~The OpCo~~ Subject to Section 3.5.3 and this Section 3.8, the Litigation Trustee may, but shall not be required to, consult with and retain attorneys, financial advisors, accountants, appraisers, and other professionals the ~~OpCo~~-Litigation Trustee believes have qualifications necessary to assist in the administration of the ~~OpCo Debtor~~ Litigation Trust, ~~including professionals previously retained by the Debtors or the Creditors' Committee.~~ For the avoidance of doubt, and without limitation of applicable ~~L~~Law, nothing in this Agreement (other than Section 3.5.3 and this Section 3.8) shall limit the ~~OpCo~~-Litigation Trustee from engaging counsel or other professionals, including the ~~OpCo~~-Litigation Trustee itself or the ~~OpCo~~-Litigation Trustee's firm or their affiliates, to do work for the ~~OpCo Debtor~~ Litigation Trust. ~~The OpCo;~~ provided that, none of Paul Hastings LLP, White & Case LLP or Pachulski Stang Ziehl & Jones LLP shall serve as counsel to the Litigation Trust, the Litigation Trustee, or the Litigation Trust Advisory Board. The Litigation Trustee shall pay the reasonable salaries, fees, and/or expenses of such Persons out of the ~~OpCo Debtor~~ Litigation Trust Assets in the ordinary course of business as ~~OpCo Debtor~~ Litigation Trust Expenses without the need for Bankruptcy Court approval.

3.9 ~~3.10~~ Safekeeping and Investment of the OpCo Debtor Litigation Trust Assets. All monies and other assets received by the ~~OpCo~~-Litigation Trustee shall, until distributed or paid over as provided herein and in the Plan, be held in trust for the benefit of the ~~OpCo Debtor~~ Litigation Trust Beneficiaries, but need not be segregated in separate accounts from other ~~OpCo Debtor~~ Litigation Trust Assets, unless and to the extent required by ~~L~~Law or the Plan. Except for any liability arising from the ~~OpCo~~-Litigation Trustee's breach of its fiduciary duties expressly

preserved herein, neither the ~~OpCo-Debtor~~-Litigation Trust nor the ~~OpCo~~-Litigation Trustee shall have any liability for interest or producing income on any monies received by them and held for distribution on account of ~~applicable-Allowed OpCo-General Unsecured Claims or payment to the OpCo-Debtor~~the Litigation Trust Beneficiaries except as such interest shall actually be received by the ~~OpCo-Debtor~~-Litigation Trust or the ~~OpCo~~-Litigation Trustee, which shall be distributed as provided herein and in the Plan. Except as otherwise provided by the Plan, the powers of the ~~OpCo~~-Litigation Trustee to invest any monies held by the ~~OpCo-Debtor~~-Litigation Trust, other than those powers reasonably necessary to maintain the value of the assets and to further the ~~OpCo-Debtor~~-Litigation Trust's liquidating purpose, shall be limited to powers to invest in demand and time deposits, such as short-term certificates of deposit, in banks or other savings institutions, or other temporary liquid investments, such as treasury bills or money market funds that invest exclusively in United States Treasury bills and United States Treasury notes; *provided, however*, that the scope of permissible investments shall be limited to include only those investments that a "liquidating trust," within the meaning of Treasury Regulation section 301.7701-4(d), may be permitted to hold pursuant to the Treasury Regulations, or any Internal Revenue Service guidelines, whether set forth in Internal Revenue Service rulings, Internal Revenue Service pronouncements, or otherwise. For the avoidance of doubt, the provisions of section 11-2.3 of the Estates, Powers, and Trusts Law of New York shall not apply to this Agreement. Notwithstanding the foregoing, the ~~OpCo~~-Litigation Trustee shall not be prohibited from engaging in any trade or business on its own account, *provided that* such activity does not interfere or conflict with the ~~OpCo~~-Litigation Trustee's administration of the ~~OpCo-Debtor~~-Litigation Trust (including the ~~OpCo-Debtor~~-Litigation Trust's status as a "liquidating trust" for tax purposes).

3.10 ~~3.11~~ Maintenance and Disposition of ~~OpCo-Debtor~~ Litigation Trust and ~~OpCo-Debtor~~ Records. The ~~OpCo~~-Litigation Trustee shall maintain accurate records of the administration of the ~~OpCo-Debtor~~-Litigation Trust Assets, including receipts and disbursements and other activity of the ~~OpCo-Debtor~~-Litigation Trust. The ~~OpCo-Debtor~~-Litigation Trust may (at its sole cost and expense), but has no obligation to, engage a claims agent (including, but not limited to, the Debtors' Claims Agent) to continue to maintain and update the Claims Register maintained in the Chapter 11 Cases throughout the administration of the ~~OpCo-Debtor~~-Litigation Trust. To the extent of any ~~OpCo~~-General Unsecured Claims reflected thereon, the Claims Register may serve as the ~~OpCo~~-Litigation Trustee's register of ~~OpCo-Debtor~~-Litigation Trust Units held by ~~OpCo-Debtor~~-Litigation Trust Beneficiaries. The books and records maintained by the ~~OpCo~~-Litigation Trustee and any records of the Debtors transferred to the ~~OpCo-Debtor~~-Litigation Trust may be disposed of by the ~~OpCo~~-Litigation Trustee at the later of (i) such time as the ~~OpCo~~-Litigation Trustee, in consultation with the Litigation Trust Advisory Board, determines that the continued possession or maintenance of such books and records is no longer necessary for the benefit of the ~~OpCo-Debtor~~-Litigation Trust or the ~~OpCo-Debtor~~-Litigation Trust Beneficiaries and (ii) upon the termination and completion of the winding down or dissolution of the ~~OpCo-Debtor~~-Litigation Trust.

3.11 ~~3.12~~ Reporting Requirements. The ~~OpCo~~-Litigation Trustee shall provide the Reorganized Debtors, U.S. Trustee, the Litigation Trust Advisory Board, and the Bankruptcy Court the information and reports they may reasonably request concerning the administration of the ~~OpCo-Debtor~~-Litigation Trust.

3.12 ~~3.13~~ No Bond Required; Procurement of Insurance. Notwithstanding any state or other applicable ~~l~~law to the contrary, the ~~OpCo~~-Litigation Trustee (including any successor

~~OpCo~~-Litigation Trustee) shall be exempt from giving any bond or other security in any jurisdiction and shall serve hereunder without bond. The ~~OpCo~~-Litigation Trustee is hereby authorized, but not required, to obtain all reasonable insurance coverage for itself, ~~it~~the Litigation Trust Advisory Board, or their respective agents, representatives, employees, or independent contractors, including, without limitation, coverage with respect to the liabilities, duties, and obligations of the ~~OpCo~~-Litigation Trustee and its agents, representatives, employees, or independent contractors under this Agreement. The cost of any such insurance coverage shall be an expense of the ~~OpCo-Debtor~~-Litigation Trust, constitute ~~OpCo-Debtor~~-Litigation Trust Expenses, and be paid out of the ~~OpCo-Debtor~~-Litigation Trust Assets.

3.13 ~~3.14~~ Fiduciary and Other Duties. [Notwithstanding anything in the Plan or this Agreement to the contrary, the ~~OpCo~~-Litigation Trustee shall always act in the best interests of the ~~OpCo-Debtor~~-Litigation Trust Beneficiaries and in furtherance of the purpose of the ~~OpCo-Debtor~~-Litigation Trust as described herein and as set forth in the Plan. The ~~OpCo~~-Litigation Trustee shall have a fiduciary ~~duties~~duty of care and loyalty to the ~~OpCo-Debtor~~-Litigation Trust Beneficiaries (which shall not include, for the avoidance of doubt, the Debtors or the Reorganized Debtors) and shall otherwise have fiduciary duties consistent with the fiduciary duties that a member of an official committee appointed pursuant to section 1102 of the Bankruptcy Code has to the creditor constituents represented by such committee and shall exercise his, her, or its responsibilities accordingly. Except for obligations expressly imposed on the ~~OpCo~~-Litigation Trustee by this Agreement, to the extent that, at law or in equity, the ~~OpCo~~-Litigation Trustee has duties (including fiduciary duties, other than any fiduciary duties expressly preserved herein) to the ~~OpCo-Debtor~~-Litigation Trust Beneficiaries or to any other person that is a party to or is otherwise bound by this Agreement, such duties are hereby eliminated by this

Agreement to the fullest extent permitted by applicable law; *provided, however*, that this Agreement does not eliminate the implied contractual covenant of good faith and fair dealing.]

ARTICLE IV

THE LITIGATION TRUST ADVISORY BOARD

4.1 Appointment of the Litigation Trust Advisory Board. On or prior to the Effective Date, a three-person Litigation Trust Advisory Board shall be appointed and include: (i) two designees of the Freedom HoldCo Debtors (which designees shall be selected by the Freedom Lender Group) and (ii) one designee of the OpCo Debtors (which designee shall be selected by the Creditors' Committee with the consent of the Required Consenting First Lien Lenders) (each designee, a "Member"). The initial Members of the Litigation Trust Advisory Board are Parties to this Agreement. No Member of the Litigation Trust Advisory Board shall be the Litigation Trustee.

4.2 Fiduciary Duties. The Litigation Trust Advisory Board and its Members shall have fiduciary duties to the Litigation Trust Beneficiaries consistent with the fiduciary duties that a member of an official committee appointed pursuant to section 1102 of the Bankruptcy Code has to the creditor constituents represented by such committee and shall exercise his, her, or its responsibilities accordingly; [*provided, however*, that the Litigation Trust Advisory Board shall not owe fiduciary obligations to the Debtors, the Reorganized Debtors, or any defendants of Permitted Litigation Claims in their capacities as such, it being the intent of such fiduciary duties to ensure that the Litigation Trust Advisory Board's obligations are to maximize the value of the Litigation Trust Assets, including the Permitted Litigation Claims.] In all circumstances, the Litigation Trust Advisory Board shall act in the best interests of the Litigation Trust Beneficiaries and in furtherance of the purpose of the Litigation Trust.

4.3 Authority and Responsibilities.

4.3.1 The Litigation Trust Advisory Board shall have the authority and responsibility to (i) monitor and oversee the administration of the Litigation Trust, (ii) monitor and oversee the activities and performance of the Litigation Trustee, (iii) designate another Person to become the Litigation Trustee in the event of the resignation or removal for Cause (as defined in Section 9.3 herein), liquidation, dissolution, death, or incapacity of the Litigation Trustee in accordance with Section 9.5 hereof, and (iv) perform such other tasks as expressly set forth in the Plan, the Confirmation Order, and this Agreement.

4.3.2 The Litigation Trust Advisory Board shall, as and when requested by the Litigation Trustee, or when the Members otherwise deem it to be appropriate or as is otherwise required under the Plan, the Confirmation Order, or this Agreement, consult with and advise the Litigation Trustee as to the administration and management of the Litigation Trust in accordance with the Plan, the Confirmation Order, and this Agreement.

4.3.3 Members of the Litigation Trust Advisory Board shall make themselves reasonably available for consultation by the Litigation Trust Beneficiaries.

4.4 Regular Meetings of the Litigation Trust Advisory Board. The first meeting of the Litigation Trust Advisory Board shall occur no later than thirty (30) calendar days after the Effective Date. Meetings of the Litigation Trust Advisory Board are to be held at least quarterly.

4.5 Special Meetings of the Litigation Trust Advisory Board. Special meetings of the Litigation Trust Advisory Board may be held whenever and wherever called for by any Member; provided that notice of any such special meeting shall be duly given in writing no less than 48 hours prior to such special meeting (such notice being subject to waiver by the Members).

4.6 Litigation Trust Advisory Board's Action Without a Meeting. Any action

required or permitted to be taken by the Litigation Trust Advisory Board at a meeting may be taken without a meeting if the action is taken by unanimous written consent of the Litigation Trust Advisory Board as evidenced by a written consent describing the action taken, signed by all Members.

4.7 Regular Meetings of the Litigation Trustee and the Litigation Trust Advisory Board. Meetings of the Litigation Trustee and the Litigation Trust Advisory Board are to be held with such frequency and at such place as the Litigation Trustee and the Litigation Trust Advisory Board may determine in their sole discretion, but in no event shall such meetings be held less frequently than quarterly.

4.8 Special Meetings of the Litigation Trustee and the Litigation Trust Advisory Board. Special meetings of the Litigation Trustee and the Litigation Trust Advisory Board may be held whenever and wherever called for by the Litigation Trustee or any Member; *provided* that notice of any such special meeting shall be duly given in writing no less than 48 hours prior to such special meeting (such notice being subject to waiver by the Litigation Trustee and the Members).

4.9 Manner of Acting.

4.9.1 A majority of the total number of Members of the Litigation Trust Advisory Board then in office shall constitute a quorum for the transaction of business at any meeting of the Litigation Trust Advisory Board; *provided, however,* that a quorum any meeting of the Litigation Trust Advisory Board will require the attendance of the Member designated by the OpCo Debtors pursuant to their designation right (subject to the applicable consent rights). The affirmative vote of a majority of the votes of all Members present and entitled to vote at a meeting of the Litigation Trust Advisory Board at which a quorum is present shall be the act of

the Litigation Trust Advisory Board, except as otherwise required by Law or as provided in this Agreement. In the absence of a quorum at any meeting of the Litigation Trust Advisory Board, a majority of the votes of the Members present and entitled to vote may adjourn the meeting from time to time without further notice, other than announcement at the meeting, until a quorum shall be present. Each Member shall have one (1) vote on all matters submitted to the Litigation Trust Advisory Board for the vote, consent or approval of the Litigation Trust Advisory Board (other than matters for which such Member is not entitled to vote, as expressly set forth in this Agreement).

4.9.2 Any or all of the Members may participate in a regular or special meeting by, or conduct the meeting through the use of, conference telephone, video conference or similar communications equipment by means of which all Persons participating in the meeting may hear each other. Any Member participating in a meeting by this means is deemed to be present in person at the meeting. Voting (including on negative notice) may be conducted by e-mail or individual communications by the Litigation Trustee and each Member.

4.9.3 Any Member who is present and entitled to vote at a meeting of the Litigation Trust Advisory Board (including any meeting of the Litigation Trustee and the Litigation Trust Advisory Board) when action is taken is deemed to have assented to the action taken, subject to the requisite vote of the Litigation Trust Advisory Board, unless: (i) such Member of the Litigation Trust Advisory Board objects at the beginning of the meeting (or promptly upon his/her arrival) to holding or transacting business at the meeting; (ii) his/her dissent or abstention from the action taken is entered in the minutes of the meeting; or (iii) he/she delivers written notice (including by electronic or facsimile transmission) of his/her dissent or abstention to the Litigation Trust Advisory Board before its adjournment. The right of

dissent or abstention is not available to any Member of the Litigation Trust Advisory Board who votes in favor of the action taken.

4.9.4 Prior to the taking of a vote on any matter or issue or the taking of any action with respect to any matter or issue, each Member of the Litigation Trust Advisory Board shall report to the Litigation Trust Advisory Board any conflict of interest such Member has or may have with respect to the matter or issue at hand and fully disclose the nature of such conflict or potential conflict (including, without limitation, disclosing any and all financial or other pecuniary interests that such Member may have with respect to or in connection with such matter or issue, other than solely as a holder of Litigation Trust Units). A Member who, with respect to a matter or issue, has or who may have a conflict of interest whereby such Member's interests are adverse to the interests of the Litigation Trust (i) shall be deemed to be a "Conflicted Member" who shall not be entitled to vote or take part in any action with respect to such matter or issue, (ii) the vote or action with respect to such matter or issue shall be undertaken only by Members of the Litigation Trust Advisory Board who are not Conflicted Members; and (iii) notwithstanding anything contained herein to the contrary, the affirmative vote of only a majority of the Members of the Litigation Trust Advisory Board who are not Conflicted Members shall be required to approve of such matter or issue and the same shall be the act of the Litigation Trust Advisory Board; *provided* that a Member shall not be deemed to be a Conflicted Member with respect to a particular matter or issue if such Member merely has an economic interest in the outcome of such matter or issue solely as a holder of Litigation Trust Units.

4.9.5 The Members of the Litigation Trust Advisory Board shall have the authority to designate any Person to act on their behalf, including, without limitation, to attend, participate in and vote at meetings of the Litigation Trust Advisory Board.

4.9.6 Compensation. Unless determined by the Litigation Trust Advisory Board, no Member shall be entitled to compensation in connection with his/her service to the Litigation Trust Advisory Board.

4.10 Reimbursement of Expenses. The Litigation Trust shall reimburse all reasonable and documented out-of-pocket expenses incurred by the Members of the Litigation Trust Advisory Board in connection with the performance of each of their duties hereunder and shall reimburse all such Members for any and all losses, liabilities, expenses, or damages that such Members may, in good faith and without willful misconduct, gross negligence, or fraud, sustain in the exercise and performance of any of the powers and duties of the Litigation Trust Advisory Board under this Agreement.

4.10.1 The Litigation Trust Advisory Board shall have no obligation or responsibility to retain, engage or consult any attorneys, professionals or other advisors, and in the event the Litigation Trust Advisory Board elects to retain, engage or consult any such persons, the Litigation Trust shall have no obligation to pay any of the fees, costs or expenses of such persons, except that the Litigation Trust shall pay an amount jointly agreed by the Litigation Trustee and the unanimous vote of the Litigation Trust Advisory Board for the fees, costs or expenses of any attorneys engaged by unanimous vote of the Litigation Trust Advisory Board at reasonable rates to advise the Litigation Trust Advisory Board on its rights and responsibilities under this Agreement; *provided, however*, that none of Paul Hastings LLP, White & Case LLP or Pachulski Stang Ziehl & Jones LLP shall serve as counsel to the Litigation Trust Advisory Board.

4.10.2 The Litigation Trust Advisory Board shall have the right to cause the Litigation Trust to purchase insurance coverage with respect to the liabilities and obligations of

its Members under this Agreement, except to the extent that such liabilities and obligations are covered by other insurance applicable to the service of such Members of the Litigation Trust Advisory Board.

4.11 Tenure of the Members of the Litigation Trust Advisory Board. The authority of the Members of the Litigation Trust Advisory Board will be effective as of the Effective Date and will remain and continue in full force and effect until the Litigation Trust is terminated in accordance with Section 10.3. The Members will serve until such Member's successor is duly appointed or until such Member's earlier resignation, removal, death (in the case of a Member that is a natural Person), or dissolution (in the case of a Member that is not a natural Person).

4.12 Resignation of the Members of the Litigation Trust Advisory Board. A Member may resign by giving not less than thirty (30) days' prior written notice of resignation to the Litigation Trustee and the other Members. Such resignation shall become effective on the later to occur of: (i) the day specified in such notice and (ii) the appointment of a successor.

4.13 Removal of the Members of the Litigation Trust Advisory Board. A Member may be removed from the Litigation Trust Advisory Board for Cause by motion in the Bankruptcy Court made either by (a) the Litigation Trustee; (b) any Litigation Trust Beneficiary, or (c) *sua sponte* by the Bankruptcy Court.

4.14 Appointment of a Successor Member of the Litigation Trust Advisory Board.

4.14.1 In the event of a vacancy on the Litigation Trust Advisory Board (whether by resignation, removal, death or dissolution), the Litigation Trust Beneficiary that originally appointed the vacating Member shall be entitled to appoint a Person or Entity as a successor to the vacating Member; *provided*, that the Ad Hoc Group will be substituted for the Creditors' Committee for this purpose after the Creditors' Committee is disbanded pursuant to the Plan.

4.14.2 Immediately upon the appointment of any successor Member, all rights, powers, duties, authority and privileges of the predecessor Member hereunder will be vested in and undertaken by the successor Member without any further act, and such successor Member will not be liable personally for any act or omission of the predecessor Member.

4.14.3 Every successor Member appointed hereunder shall execute, acknowledge, and deliver to the Litigation Trustee and other Members an instrument accepting the appointment under this Agreement and agreeing to be bound hereto, and thereupon the successor Member without any further act, deed or conveyance, shall become vested with all rights, powers, trusts and duties of the predecessor Member.

4.15 Confidentiality. Each Member shall, during the period that such Member serves as a Member under this Agreement and following the termination of this Agreement or following such Member's removal or resignation hereunder, hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any Person or Entity to which any of the Litigation Trust Assets relates or of which such Member has become aware in their capacity as Member of the Litigation Trust Advisory Board, until (i) such information is made public other than by disclosure by such Member in violation of this Agreement; (ii) the Litigation Trust is required by Law to disclose such information (in which case the Litigation Trust shall provide the relevant Person or Entity reasonable advance notice and an opportunity to protect his, her, or its rights); or [(iii) the Litigation Trust obtains a waiver of such confidentiality from the applicable Person or Entity; *provided, however,* notwithstanding the foregoing, upon reasonable request, the Ad Hoc Group (and it counsel) and the Freedom Lender Group (and its counsel) shall be entitled to receive any reasonable information that it may request relating to the Litigation Trust and the Litigation Trust Assets, and the Member designated by the OpCo

Debtors and the Members designated by the Freedom HoldCo Debtors, respectively, may disclose any information relating to the Litigation Trust and the Litigation Trust Assets on a confidential basis to the Ad Hoc Group (and/or its counsel) and the Freedom Lender Group (and/or its counsel), respectively, and shall have the right to confer on a confidential basis with the Ad Hoc Group (and/or its counsel) and the Freedom Lender Group (and/or its counsel), respectively, regarding the same.]

ARTICLE V

DISTRIBUTIONS

5.1 ~~4.1~~ Distribution and Reserve of OpCo Debtor Litigation Trust Assets. Following the transfer of the ~~OpCo Debtor~~ Litigation Trust Assets to the ~~OpCo Debtor~~ Litigation Trust, the ~~OpCo~~ Litigation Trustee shall, ~~subject to any applicable~~ in consultation ~~rights expressly set forth in this Agreement~~ with the Litigation Trust Advisory Board, make continuing efforts on behalf of the ~~OpCo Debtor~~ Litigation Trust to collect, liquidate, and distribute all ~~OpCo Debtor~~ Litigation Trust Assets, subject to the reserves deemed necessary by the ~~OpCo~~ Litigation Trustee pursuant to this Agreement, in accordance with the Plan.

5.1.1 ~~4.1.1~~ Distributions. The ~~OpCo~~ Litigation Trustee shall make distributions ~~only to the extent of the~~ Litigation Trust Net Assets, in accordance with the terms of the Plan, the Confirmation Order, and this Agreement, to Holders of Allowed Prepetition First Lien Loan Claims, Allowed Prepetition Second Lien Loan Claims, Allowed Prepetition HoldCo Loan Claims, Allowed OpCo General Unsecured Claims ~~to the extent of the OpCo Debtor, and~~ Allowed Freedom HoldCo General Unsecured Claims, on a pro rata basis and subject to the Litigation Trust ~~Net Assets~~ Units Allocations. The ~~OpCo~~ Litigation Trustee ~~shall cause the OpCo Debtor Litigation Trust to make distributions, at least annually (other than with respect to~~

~~any New Warrants or any Reorganized Common Equity issuable upon the exercise thereof), to~~
~~the OpCo Debtor Litigation Trust Beneficiaries, except the OpCo Debtor Litigation Trust may~~
~~retain,~~ in consultation with the ~~Ad Hoc Group, an amount of net income and other OpCo~~
~~Debtor~~ Litigation Trust Advisory Board, shall cause the Litigation Trust to make distributions to
Litigation Trust Beneficiaries at least annually but as often as reasonably possible, so long as the
Litigation Trustee determines, in good faith, that the retention of certain of the Litigation Trust
 Assets ~~that is reasonably,~~ including the Litigation Trust Escrow Amount, is no longer necessary
 to (i) meet contingent liabilities, ~~to~~ (ii) maintain the ~~OpCo Debtor~~ Litigation Trust Disputed
 Claims Reserve, ~~and to~~ (iii) maintain the value of the ~~OpCo Debtor~~ Litigation Trust Assets
 pending their liquidation during the term of the ~~OpCo Debtor~~ Litigation Trust, or ~~that are~~
~~determined to be necessary to~~ (iv) pay or be reserved for reasonably incurred or anticipated
 expenses or claims of the ~~OpCo Debtor~~ Litigation Trust and the ~~OpCo~~ Litigation Trustee,
 including, but not limited to, the ~~OpCo Debtor~~ Litigation Trust Expenses, ~~and~~. The retention of
 such amount may preclude distributions to ~~OpCo Debtor~~ Litigation Trust Beneficiaries, ~~all~~ in
 accordance with the terms of the Plan and this Agreement. The ~~OpCo Debtor~~ Litigation Trust
 may engage disbursing agents and other Persons as reasonably necessary to assist in making such
 distributions. ~~For the avoidance of doubt, no New Warrants (or any Reorganized Common~~
~~Equity issuable upon the exercise thereof) may be distributed or exercised to the extent that,~~
~~upon such distribution or exercise, the Reorganized Debtors would be required to register any of~~
~~their equity interests or other securities (including any Reorganized Common Equity) under the~~
~~Securities Exchange Act of 1934, as amended.~~

5.1.2 No Payment Over the Full Amount. In no event shall the Holder of an Allowed Claim receive distributions on account of its Allowed Claim for more than the full payment on account of such Claim.

5.1.3 ~~4.1.2~~ Reserves; Pooling of Reserved Funds. Before any distribution can be made, the ~~OpCo~~-Litigation Trustee shall, in its reasonable discretion, but subject to any applicable consultation and/or consent rights expressly set forth in this Agreement, establish, supplement, and maintain a reserve in an amount sufficient to meet any and all liabilities and ~~OpCo Debtor~~-Litigation Trust Expenses, including attorneys' fees and expenses and the fees and expenses of other professionals. In accordance with the Plan and Section 3.4.1~~34~~34 of this Agreement, the ~~OpCo Debtor~~-Litigation Trust may also maintain as necessary one or more reserves (including the ~~OpCo Debtor~~-Litigation Trust Disputed Claims Reserve) with respect to the OpCo General Unsecured Claims and Freedom HoldCo General Unsecured claims required to be administered by the ~~OpCo Debtor~~-Litigation Trust. For the avoidance of doubt, subject to the Plan and Confirmation Order, the ~~OpCo~~-Litigation Trustee may withhold any distribution pending the ~~OpCo Debtor~~-Litigation Trust's determination of whether to object to any OpCo General Unsecured Claim ~~(other than as to the quantum of the First Lien Deficiency Claims, which shall be in an amount consistent with the description in Section 5.4(b) of the Plan)~~or Freedom HoldCo General Unsecured Claim. Any such withheld distribution shall become part of a reserve ~~with respect to OpCo General Unsecured~~(the "Litigation Trust Disputed Claims Reserve") and shall be distributed to the appropriate ~~OpCo Debtor~~-Litigation Trust Beneficiary no later than the first Distribution Record Date after a decision is made not to object to the pertinent ~~OpCo~~-General Unsecured Claim or ~~the OpCo~~such General Unsecured Claim becomes Allowed. The ~~OpCo~~-Litigation Trustee need not maintain any of the ~~OpCo Debtor~~-Litigation

Trust's reserves in segregated bank accounts and may pool funds in the reserves with each other and other funds of the ~~OpCo-Debtor~~ Litigation Trust; *provided, however*, that the ~~OpCo-Debtor~~ Litigation Trust shall treat all such reserved funds as being held in a segregated manner in its books and records.

5.1.4 ~~4.1.3~~ Distributions Net of Reserves and Costs. Distributions shall be made net of reserves in accordance with the Plan and this Agreement, and also net of the actual and reasonable costs of making the distributions. The ~~OpCo~~ Litigation Trustee may, subject to any applicable consultation and/or approval rights expressly set forth in this Agreement, sell or otherwise dispose of ~~OpCo-Debtor~~ Litigation Trust Assets in order to pay such costs. The Litigation Trust Escrow Amount shall be primarily reserved for the costs and expenses (including, any advisor fees and expenses) of the Litigation Trust; provided, that, if the Litigation Trustee, in consultation with the Litigation Trust Advisory Board, determines in good faith that the Litigation Trust Escrow Amount is no longer necessary to cover such costs and expenses (including, any advisor fees and expenses) of the Litigation Trust, then the Litigation Trustee shall be entitled to distribute the Cash to Litigation Trust Beneficiaries in accordance with the terms of this Agreement and consistent with its fiduciary duties.

5.1.5 ~~4.1.4~~ Right to Rely on Professionals. Without limitation of the generality of Section ~~6.6~~7.6 of this Agreement, in determining the amount of any distribution or reserves, the ~~OpCo~~ Litigation Trustee may rely on, and shall be fully protected in relying on the advice and opinion of, the ~~OpCo-Debtor~~ Litigation Trust's attorneys, financial advisors, accountants, or other professionals.

5.2 ~~4.2~~ Withholding from Distributions. The ~~OpCo~~ Litigation Trustee, in its discretion, may cause the ~~OpCo-Debtor~~ Litigation Trust to deduct and withhold from amounts

distributable from the ~~OpCo-Debtor~~-Litigation Trust to any ~~OpCo-Debtor~~-Litigation Trust Beneficiaries any and all amounts as may be sufficient to pay the maximum amount of any tax or other charge that has been or might be assessed or imposed by any Law, regulation, rule, ruling, directive, or other governmental requirement on such ~~OpCo-Debtor~~-Litigation Trust Beneficiary or the ~~OpCo-Debtor~~-Litigation Trust, including with respect to the amount to be distributed to such ~~OpCo-Debtor~~-Litigation Trust Beneficiary, any amounts received by, collections of, or earnings of the ~~OpCo-Debtor~~-Litigation Trust and any proceeds from the ~~OpCo-Debtor~~-Litigation Trust Assets. The ~~OpCo~~-Litigation Trustee shall determine such maximum amount to be withheld by the ~~OpCo-Debtor~~-Litigation Trust in its sole, reasonable discretion and shall cause the ~~OpCo-Debtor~~-Litigation Trust to distribute to ~~the Holder of such Allowed OpCo-General Unsecured Claims~~such Litigation Trust Beneficiary any excess amount withheld. The ~~OpCo~~-Litigation Trustee may, if necessary or appropriate to comply with applicable withholding requirements, withhold the entire distribution due to any ~~OpCo-Debtor~~-Litigation Trust Beneficiary until such ~~OpCo-Debtor~~-Litigation Trust Beneficiary provides the necessary information to comply with any withholding requirements of any governmental unit. All such amounts deducted or withheld and timely paid to the appropriate taxing authority shall be treated as amounts distributed to such ~~OpCo-Debtor~~-Litigation Trust Beneficiaries for all purposes of the Plan and this Agreement, to the extent permitted by applicable Law.

5.3 ~~4.3-Internal Revenue Service Forms~~. The ~~OpCo~~-Litigation Trustee may require ~~any~~the Holder of ~~an OpCo-General Unsecured Claim~~a Claim entitling the Holder to receive a Litigation Trust Unit to, and each such Holder shall, properly complete and execute the appropriate Internal Revenue Service Form W-8 (including any supporting documents) or Internal Revenue Service Form W-9, or such other documentation, as a prerequisite to receiving

any distribution under the Plan or this Agreement. If a Holder of such ~~OpCo-General Unsecured~~ Claim does not provide to the ~~OpCo-Litigation~~ Trustee within ninety (90) days of first written request with all documentation that in the ~~OpCo-Litigation~~ Trustee's reasonable business judgment is necessary to determine the tax withholding and reporting requirements for such ~~OpCo-General Unsecured~~ Claim, then any current or future distribution on such ~~OpCo-General Unsecured~~ Claim shall be deemed forfeited, and the underlying ~~OpCo-General Unsecured~~ Claim ~~disallowed~~ and ~~expunged in its entirety and~~ the funds shall in respect of such present and future distribution(s) shall revert to the ~~OpCo-Debtor~~ Litigation Trust for all purposes, including but not limited to, redistribution to other ~~OpCo-Debtor~~ Litigation Trust Beneficiaries, in accordance with the terms of the Confirmation Order, the Plan, and Section 4.45.4 of this Agreement; *provided, however*, that no additional ninety (90) day period under Section 4.45.4 of this Agreement shall be required to pass before such distributions become unrestricted funds of the ~~OpCo-Debtor~~ Litigation Trust.

5.4 ~~4.4~~ Unclaimed and Undeliverable Distributions. Unclaimed property (including, but not limited to, uncashed checks), together with any distributions to ~~OpCo-Debtor~~ Litigation Trust Beneficiaries returned as undeliverable, shall be held by the ~~OpCo~~ Litigation Trustee in an unclaimed property reserve (the "Unclaimed Property Reserve") for a period of ninety (90) days from the date of first issuance, and may be released by the ~~OpCo~~ Litigation Trustee prior to the expiration of such time period if presentation of proper proof by such ~~OpCo-Debtor~~ Litigation Trust Beneficiary of its entitlement thereto is presented to the ~~OpCo~~ Litigation Trustee. After the expiration of the applicable time period set forth in this Section 4.45.4, all unclaimed property or interest in property otherwise payable to a Holder of ~~an Allowed OpCo-General Unsecured Claim~~ Litigation Trust Unit or its successors shall revert to the ~~OpCo-Debtor~~ Litigation Trust

for all purposes including, but not limited to, for redistribution in accordance with the terms of the Plan, the Confirmation Order, and this Agreement. Upon such revesting, the ~~Holder of an Allowed OpCo General Unsecured Claim or its successors with respect to such property~~ Holder's Allowed Claim entitling such Holder to Litigation Trust Units shall be cancelled, released, discharged, and forever barred and the Allowed ~~OpCo General Unsecured~~ Claim of any other Holder to such property or interest in property shall be discharged and forever barred notwithstanding any applicable federal, state or provincial escheat, abandoned, or unclaimed property ~~L~~Laws, or any provisions in any document governing the distribution that is an unclaimed distribution to the contrary.

5.5 ~~4.5~~ No Responsibility to Attempt to Locate ~~OpCo Debtor~~ Litigation Trust Beneficiaries. If a distribution is returned to the ~~OpCo Debtor~~ Litigation Trust as undeliverable, or otherwise remains unclaimed, no further distribution shall be made to a Holder of an applicable Allowed ~~OpCo General Unsecured~~ Claim unless and until such Holder notifies the ~~OpCo~~ Litigation Trustee of such Holder's then-current address and taxpayer identification number. The ~~OpCo~~ Litigation Trustee may, in its sole discretion, attempt to determine a Holder of an applicable Allowed ~~OpCo General Unsecured~~ Claim's current address or otherwise locate such Holder, but nothing in this Agreement or the Plan shall require the ~~OpCo~~ Litigation Trustee to do so.

5.5.1 ~~4.5.1~~ Inapplicability of Escheat, Abandoned or Unclaimed Property Laws. Unclaimed property held by the ~~OpCo Debtor~~ Litigation Trust shall not be subject to the escheat, abandoned or unclaimed property ~~L~~Laws of the United States, or any state, provincial, or local governmental unit.

5.6 ~~4.6~~ Request for Reissuance. Distribution checks shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Distribution checks not cashed within such 90-day period shall be treated as unclaimed property that has been held in the Unclaimed Property Reserve as set forth above in Section ~~4.4~~5.4. Requests for reissuance of any check shall be made in writing directly to the ~~OpCo~~-Litigation Trustee by the Holder of the applicable Allowed ~~OpCo-General Unsecured~~-Claim that was originally issued such check. All such requests shall be made promptly and in time for the check to be reissued and cashed before the funds for the checks become unrestricted ~~OpCo-Debtor~~-Litigation Trust Assets under Section ~~4.4~~5.4 of this Agreement. The Holder of an ~~applicable~~-Allowed ~~OpCo-General Unsecured~~-Claim shall bear all the risk that, and shall indemnify and hold the ~~OpCo-Debtor~~-Litigation Trust₂ and the ~~OpCo~~-Litigation Trustee, and the Litigation Trust Advisory Board harmless against any loss that may arise if, the ~~OpCo~~-Litigation Trustee does not reissue a check promptly after receiving a request for its reissuance.

5.7 ~~4.7~~ Conflicting Claims of ~~OpCo-Debtor~~Litigation Trust Units. If any conflicting claims or demands are made or asserted with respect to the ~~OpCo-Debtor~~-Litigation Trust Unit of a ~~OpCo-Debtor~~-Litigation Trust Beneficiary, or if there is any disagreement between the assignees, transferees, heirs, representatives, or legatees succeeding to all or a part of such an interest resulting in adverse claims or demands being made in connection with such interest, then, in any of such events, the ~~OpCo~~-Litigation Trustee shall be entitled, in its sole discretion, to refuse to comply with any such conflicting claims or demands.

5.7.1 ~~4.7.1~~ The ~~OpCo~~-Litigation Trustee may, in consultation with the ~~Ad Hoc~~ Group Litigation Trust Advisory Board, elect to cause the ~~OpCo-Debtor~~-Litigation Trust to make no payment or distribution with respect to the ~~OpCo-Debtor~~-Litigation Trust Unit subject to the

conflicting claims or demand, or any part thereof, and to refer such conflicting claims or demands to the Bankruptcy Court, which shall have continuing jurisdiction over resolution of such conflicting claims or demands in accordance with Article XIII of the Plan. Except for any liability arising from the ~~OpCo~~-Litigation Trustee's breach of its fiduciary duties expressly preserved herein, neither the ~~OpCo-Debtor~~-Litigation Trust, nor the ~~OpCo~~-Litigation Trustee, nor the Litigation Trust Advisory Board shall be or become liable to any of such parties for their refusal to comply with any such conflicting claims or demands, nor shall the ~~OpCo-Debtor~~-Litigation Trust ~~or OpCo~~, Litigation Trustee, or the Litigation Trust Advisory Board be liable for interest on any funds which may be so withheld.

5.7.2 ~~4.7.2~~ The ~~OpCo~~-Litigation Trustee shall be entitled to refuse to act until either (i) the rights of the adverse claimants have been adjudicated by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction adjudicating the matter or (ii) all differences have been resolved by a valid written agreement among all such parties to the satisfaction of the ~~OpCo~~-Litigation Trustee, which agreement shall include a complete release of the ~~OpCo-Debtor~~-Litigation Trust and ~~OpCo~~-Litigation Trustee. Until the ~~OpCo~~-Litigation Trustee receives written notice that one of the conditions of the preceding sentence is met, the ~~OpCo~~-Litigation Trustee may deem and treat as the absolute owner under this Agreement of the ~~OpCo-Debtor~~-Litigation Trust Units in the ~~OpCo-Debtor~~-Litigation Trust the ~~OpCo-Debtor~~-Litigation Trust Beneficiary identified as the owner of that interest in the books and records maintained by the ~~OpCo~~-Litigation Trustee. The ~~OpCo~~-Litigation Trustee may deem and treat such ~~OpCo-Debtor~~-Litigation Trust Beneficiary as the absolute owner for purposes of receiving distributions and any payments on account thereof for federal and state income tax purposes, and for all other purposes whatsoever.

5.8 ~~4.8~~ Limitation on Liability. Except for any liability arising from the ~~OpCo~~ Litigation Trustee's breach of its fiduciary duties expressly preserved herein, in acting or refraining from acting under and in accordance with this the Agreement, the ~~OpCo~~ Litigation Trustee shall be fully protected and incur no liability to any purported claimant or any other Person pursuant to Article ~~VI~~ of this Agreement.

5.9 ~~4.9~~ Priority of Expenses of ~~OpCo Debtor~~ Litigation Trust. The ~~OpCo Debtor~~ Litigation Trust shall pay or reserve for all necessary ~~OpCo Debtor~~ Litigation Trust Expenses before making any distributions, including but not limited to, any distribution to ~~OpCo Debtor~~ Litigation Trust Beneficiaries.

5.10 ~~4.10~~ Minimum Distributions. If any distribution under the Plan to the Holder of an Allowed ~~OpCo General Unsecured~~ Claim would be less than \$250.00, the ~~OpCo Debtor~~ Litigation Trust may hold such distribution until the time of a subsequent or final distribution. If the final distribution under the Plan to the Holder of an Allowed ~~OpCo General Unsecured~~ Claim would be less than \$250.00, the ~~OpCo Debtor~~ Litigation Trust may cancel such distribution. Any cancelled distributions pursuant to this Section ~~4.10~~ 5.10 shall revert to the ~~OpCo Debtor~~ Litigation Trust for all purposes, including distributions to other Holders of Allowed ~~OpCo General Unsecured~~ Claims.

ARTICLE VI ~~ARTICLE V~~

~~OPCO-DEBTOR~~ LITIGATION TRUST BENEFICIARIES

6.1 ~~5.1~~ Interest Beneficial Only. The ownership of a ~~OpCo Debtor~~ Litigation Trust Unit shall not entitle any ~~OpCo Debtor~~ Litigation Trust Beneficiary or the Debtors to any title in or to the ~~OpCo Debtor~~ Litigation Trust Assets or to any right to call for a partition or division of such assets or to require an accounting.

6.2 ~~5.2~~ Ownership of OpCo Debtor Litigation Trust Beneficial Interests Hereunder.

Each OpCo Debtor Litigation Trust Beneficiary shall own a OpCo Debtor Litigation Trust Unit herein which shall, subject to Article IV of this Agreement and the Plan, be entitled to a distribution in the amounts, and at the times, set forth in the Plan and hereunder.

6.3 ~~5.3~~ Evidence of OpCo Debtor Litigation Trust Beneficial Interest. Ownership of

a OpCo Debtor Litigation Trust Unit ~~in the OpCo Debtor Litigation Trust Assets~~ shall not be evidenced by any certificate, security, or receipt, or in any other form or manner whatsoever, except as maintained on the books and records of the OpCo Debtor Litigation Trust by the OpCo Litigation Trustee.

6.4 ~~5.4~~ No Right to Accounting. Except as otherwise provided in this Agreement,

neither the OpCo Debtor Litigation Trust Beneficiaries nor their successors, assigns, creditors, nor any other Person shall have any right to an accounting by the OpCo Litigation Trustee, and the OpCo Litigation Trustee shall not be obligated to provide any accounting to any Person. Nothing in this Agreement is intended to require the OpCo Litigation Trustee at any time or for any purpose to file any accounting or seek approval of any court with respect to the administration of the OpCo Debtor Litigation Trust or as a condition for making any advance, payment, or distribution out of proceeds of OpCo Debtor Litigation Trust Assets.

~~5.5 No Standing. Except as expressly provided in this Agreement, a OpCo Debtor Litigation Trust Beneficiary shall not have standing to direct or to seek to direct the OpCo Debtor Litigation Trust or OpCo Litigation Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any Person upon or with respect to the OpCo Debtor Litigation Trust Assets; provided, however, that, for the avoidance of doubt, this Section~~

~~5.5 shall not prevent a OpCo Debtor Litigation Trust Beneficiary from seeking any appropriate or necessary relief from the Bankruptcy Court.~~

6.5 ~~5.6~~ Requirement of Undertaking. The ~~OpCo~~-Litigation Trustee may request the Bankruptcy Court to require, in any suit for the enforcement of any right or remedy under this Agreement, or in any suit against the ~~OpCo~~-Litigation Trustee for any action taken or omitted by it as ~~OpCo~~-Litigation Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, including reasonable attorneys' fees, against any party litigant in such suit; *provided, however*, that the provisions of this Section ~~5.6~~6.5 shall not apply to any suit by the ~~OpCo Debtor~~-Litigation Trust or ~~OpCo~~-Litigation Trustee.

6.6 ~~5.7~~ Limitation on Transferability. It is understood and agreed that the ~~OpCo Debtor~~-Litigation Trust Units shall be non-transferable and non-assignable during the term of this Agreement except if transferred by will, intestate succession, if required to be transferred as part of a liquidation or winding up of a holder, or otherwise by operation of Law. An assignment by operation of law shall not be effective until appropriate notification and proof thereof is submitted to the ~~OpCo~~-Litigation Trustee, and the ~~OpCo~~-Litigation Trustee may continue to cause the ~~OpCo Debtor~~-Litigation Trust to pay all amounts to or for the benefit of the assigning ~~OpCo Debtor~~-Litigation Trust Beneficiaries until receipt of proper notification and proof of assignment by operation of law. The ~~OpCo~~-Litigation Trustee may rely upon such proof without the requirement of any further investigation.

6.7 ~~5.8~~ Exemption from Registration. The rights of the ~~OpCo Debtor~~-Litigation Trust Beneficiaries arising under this Agreement may be deemed "securities" under applicable ~~L~~Law. However, such rights have not been defined as "securities" under the Plan because (i) the ~~p~~Parties hereto intend that such rights shall not be securities and (ii) if the rights arising under

this Agreement in favor of the ~~OpCo-Debtor~~-Litigation Trust Beneficiaries are deemed to be “securities,” the exemption from registration under section 1145 of the Bankruptcy Code is intended to be applicable to such securities. No Party to or beneficiary of this Agreement shall make a contrary or different contention.

6.8 ~~5.9~~ Delivery of Distributions. Subject to the terms of this Agreement, the ~~OpCo-~~Litigation Trustee shall cause the ~~OpCo-Debtor~~-Litigation Trust to make distributions to ~~OpCo-~~~~Debtor~~-Litigation Trust Beneficiaries in the manner provided in the Plan and in this Agreement.

6.9 ~~5.10~~ Limited Liability. Except for any liability arising from the ~~OpCo-~~Litigation Trustee’s breach of its fiduciary duties expressly preserved herein, any breach of the terms of this Agreement, or any claim or cause of action for fraud, willful misconduct, or gross negligence, no provision of this Agreement, the Plan, or the Confirmation Order, and no mere enumeration herein of the rights or privileges of any ~~OpCo-Debtor~~-Litigation Trust Beneficiary, shall give rise to any liability ~~of~~to such ~~OpCo-Debtor~~-Litigation Trust Beneficiary solely in its capacity as such, whether such liability is asserted by any Debtor, creditors, successors, representatives, employees, or Holders of Interests of any Debtor, or by any other ~~p~~Person.—~~OpCo-Debtor.~~ Litigation Trust Beneficiaries are deemed to receive the ~~OpCo-Debtor~~-Litigation Trust Assets in accordance with the provisions of this Agreement, the Plan, and the Confirmation Order in exchange for their Allowed Prepetition First Lien Loan Claims, Allowed Prepetition Second Lien Loan Claims, Allowed Prepetition HoldCo Loan Claims, Allowed OpCo General Unsecured Claims, and Allowed Freedom HoldCo General Unsecured Claims, as applicable, as set forth in the Plan without further obligation or liability of any kind, but subject to the provisions of this Agreement.

~~ARTICLE VI~~
ARTICLE VII

THIRD-PARTY RIGHTS AND LIMITATION OF LIABILITY

7.1 ~~6.1~~ Parties Dealing With the ~~OpCo~~-Litigation Trustee. In the absence of actual knowledge to the contrary, any Person dealing with the ~~OpCo Debtor~~-Litigation Trust or the ~~OpCo~~-Litigation Trustee shall be entitled to rely on the authority of the ~~OpCo~~-Litigation Trustee or any of the ~~OpCo~~-Litigation Trustee's agents to act in connection with the ~~OpCo Debtor~~-Litigation Trust Assets. There is no obligation of any Person dealing with the ~~OpCo~~-Litigation Trustee to inquire into the validity or expediency or propriety of any transaction by the ~~OpCo~~-Litigation Trustee or any agent of the ~~OpCo~~-Litigation Trustee.

7.2 ~~6.2~~ Limitation of ~~OpCo~~-Litigation Trustee Liability. In exercising the rights granted herein, the ~~OpCo~~-Litigation Trustee shall exercise ~~the OpCo-Litigation Trustee's~~ its best judgment in accordance with its fiduciary duties, to the end that the affairs of the ~~OpCo Debtor~~-Litigation Trust shall be properly managed and the interests of all of the ~~OpCo Debtor~~-Litigation Trust Beneficiaries safeguarded. However, notwithstanding anything herein to the contrary, ~~except for~~ other than any liability arising from the ~~OpCo~~-Litigation Trustee's breach of its fiduciary duties expressly preserved herein, neither the ~~OpCo~~-Litigation Trustee nor any of its respective firms, companies, affiliates, partners, officers, directors, members, employees, designees, professionals, advisors, attorneys, representatives, or disbursing agents, or agents, and any of such Person's successors and assigns, shall incur any responsibility or liability by reason of any error of ~~the~~ Law or fact or of any matter or thing done or suffered or omitted to be done under or in connection with this Agreement, whether sounding in tort, contract, or otherwise, except for fraud, gross negligence, or willful misconduct that is found by a ~~Final Order of the Bankruptcy Court~~ court of competent jurisdiction to be the direct and primary cause of loss,

liability, damage, or expense suffered by the ~~OpCo-Debtor~~ Litigation Trust. ~~Except for~~ Other than any liability arising from the ~~OpCo~~ Litigation Trustee's breach of its fiduciary duties expressly preserved herein, in no event shall the ~~OpCo~~ Litigation Trustee be liable for indirect, punitive, special, incidental, or consequential damage or loss (including, but not limited to, lost profits) whatsoever, even if the ~~OpCo~~ Litigation Trustee has been informed of the likelihood of such loss or damages and regardless of the form of action. Without limiting the foregoing, the ~~OpCo~~ Litigation Trustee shall be entitled to the benefits of the limitation of liability and exculpation provisions set forth in the Plan and the ~~OpCo~~ Litigation Trustee shall be entitled to the benefits of the limitation of liability and exculpation provisions set forth in the Confirmation Order.

7.3 ~~6.3~~ No Liability for Acts of Other Persons. None of the Persons identified in the immediately preceding Section ~~6.2~~ 7.2 of this Agreement shall be liable for the act or omission of any other Person identified in that Section.

7.4 ~~6.4~~ No Liability for Acts of Predecessors. No successor ~~OpCo~~ Litigation Trustee shall be in any way responsible for the acts or omissions of any ~~OpCo~~ Litigation Trustee in office prior to the date on which such successor becomes the ~~OpCo~~ Litigation Trustee, unless a successor ~~OpCo~~ Litigation Trustee expressly assumes such responsibility.

7.5 ~~6.5~~ No Liability for Good Faith Error of Judgment. Except for any liability arising from the ~~OpCo~~ Litigation Trustee's breach of its fiduciary duties expressly preserved herein, ~~The OpCo~~ the Litigation Trustee shall not be liable for any error of judgment made in good faith, unless it shall be finally and ultimately determined by a court of competent jurisdiction that the ~~OpCo~~ Litigation Trustee was grossly negligent.

7.6 ~~6.6~~ Reliance by ~~OpCo~~-Litigation Trustee on Documents and Advice of Counsel or Other Persons. Except as otherwise provided herein, the ~~OpCo~~-Litigation Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by ~~them~~it to be genuine and to have been signed or presented by the proper party or parties. The ~~OpCo~~-Litigation Trustee also may engage and consult with its respective legal counsel and other agents and advisors, and shall not be liable for any action taken, omitted, or suffered in good faith reliance upon the advice of such counsel, agents, or advisors to the extent permitted by ~~the~~law, except for any liability arising from the ~~OpCo~~-Litigation Trustee's breach of its fiduciary duties expressly preserved herein.

7.7 ~~6.7~~ No Liability For Acts Approved by Bankruptcy Court. The ~~OpCo~~-Litigation Trustee shall have the right at any time to seek an order from the Bankruptcy Court concerning the administration or disposition of the ~~OpCo-Debtor~~-Litigation Trust, ~~OpCo~~Permitted Litigation Claims, OpCo General Unsecured Claims, ~~and OpCo-Debtor~~Freedom HoldCo General Unsecured Claims, and Litigation Trust Assets required to be administered by the ~~OpCo-Debtor~~-Litigation Trust. Following the entry of any such order of the Bankruptcy Court, the ~~OpCo~~-Litigation Trustee shall not be liable for any act or omission expressly taken in accordance with, and not inconsistent with, any such order, and all such actions or omissions shall be deemed not to constitute fraud, gross negligence, or willful misconduct.

7.8 ~~6.8~~ No Personal Obligation for ~~OpCo-Debtor~~-Litigation Trust Liabilities. Except for any liability arising from the ~~OpCo~~-Litigation Trustee's breach of its fiduciary duties expressly preserved herein, Persons dealing with the ~~OpCo~~-Litigation Trustee shall have recourse only to the ~~OpCo-Debtor~~-Litigation Trust Assets to satisfy any liability incurred by the ~~OpCo~~-

Litigation Trustee to any such Person in carrying out the terms of this Agreement, and the ~~OpCo~~ Litigation Trustee shall have no personal, individual obligation to satisfy any such liability.

7.9 ~~6.9~~ Indemnification. The ~~OpCo~~ Litigation Trustee, the Litigation Trust Advisory Board, and each of ~~its~~ their or the ~~OpCo Debtor~~ Litigation Trust's respective accountants, agents, assigns, attorneys, consultants, directors, employees, executors, financial advisors, transfer agents, independent contractors, managers, members, officers, partners, predecessors, principals, professional persons, the employees of the ~~OpCo Debtor~~ Litigation Trust, and their respective agents, employees, officers, directors, professionals, attorneys, accountants, advisors, representatives, affiliate, employer and successors and principals (each, an "Indemnified Party") shall be indemnified for, and defended and held harmless against, by the ~~OpCo Debtor~~ Litigation Trust solely from the ~~OpCo Debtor~~ Litigation Trust Assets, for any losses, liability, claims, damages, judgment, fine, penalty, claim, demand, settlement, cost, or expenses occurring on or after the Effective Date (including reasonable attorneys' fees and expenses which the Indemnified Party may incur in connection therewith) for any act or omission in their capacity as, or on behalf of, the ~~OpCo Debtor~~ Litigation Trust or ~~OpCo~~ Litigation Trustee in connection with the acceptance, administration, exercise, and performance of their duties under the Plan or this Agreement, as applicable if the applicable Indemnified Party acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the ~~OpCo Debtor~~ Litigation Trust or the ~~OpCo Debtor~~ Litigation Trust Beneficiaries, except if such loss, liability, or damage is ultimately and finally determined by a ~~Final Order of the Bankruptcy Court~~ court of competent jurisdiction to have resulted from the fraud, gross negligence, or willful misconduct of the Indemnified Party asserting indemnification. An act or omission taken by the ~~OpCo~~ Litigation Trustee pursuant to Section ~~6.7~~ 7.7 of this Agreement will be deemed not to constitute gross

negligence, willful misconduct, or fraud. The amounts necessary for the indemnification provided in this Section (including, but not limited to, any costs and expenses incurred in enforcing the right of indemnification in this Section) shall be paid by the ~~OpCo~~-Litigation Trustee out of the ~~OpCo-Debtor~~-Litigation Trust Assets; *provided, however*, that that the ~~OpCo-Debtor~~-Litigation Trust shall not be liable to indemnify, (x) the Litigation Trustee for any breach of its fiduciary duty set forth herein, or (y) any Indemnified Party for any act or omission arising out of such Indemnified Party's respective gross negligence, fraud, or willful misconduct as is ultimately and finally determined by a ~~Final Order of the Bankruptcy Court~~court of competent jurisdiction. The Indemnified Parties shall be entitled to obtain advances from the ~~OpCo-Debtor~~-Litigation Trust to cover their reasonable expenses of defending themselves in any action brought against them as a result of the acts or omissions, actual or alleged, of an Indemnified Party in its capacity as such, except for any actions or omissions arising from their own respective willful misconduct, fraud, or gross negligence; *provided, however*, that the Indemnified Parties receiving such advances shall repay the amounts so advanced to the ~~OpCo-Debtor~~-Litigation Trust immediately upon the entry of a final, non-appealable judgment or order finding that such Indemnified Parties were not entitled to any indemnity under the provisions of this Section ~~6.9~~7.9 of this Agreement. Except for any liability arising from the ~~OpCo~~-Litigation Trustee's breach of its fiduciary duties expressly preserved herein, the ~~OpCo~~-Litigation Trustee shall not be personally liable for the payment of any ~~OpCo-Debtor~~-Litigation Trust Expense or claim or other liability of the ~~OpCo-Debtor~~-Litigation Trust, and no Person shall look to the ~~OpCo~~-Litigation Trustee personally for the payment of any such expense or liability. Notwithstanding anything herein to the contrary, nothing contained in this Section ~~6.9~~7.9 shall

require the Debtors ~~or~~, the Reorganized Debtors, or any Litigation Trust Beneficiary to indemnify any Indemnified Persons pursuant to this Agreement.

7.9.1 ~~6.9.1~~ Expense of ~~OpCo Debtor~~ Litigation Trust; Limitation on Source of Payment of Indemnification. All indemnification liabilities of the ~~OpCo Debtor~~ Litigation Trust under this Section ~~6.9.7.9~~ shall be expenses of the ~~OpCo Debtor~~ Litigation Trust and constitute ~~OpCo Debtor~~ Litigation Trust Expenses. The amounts necessary for such indemnification and reimbursement shall be paid by the ~~OpCo Debtor~~ Litigation Trust out of the available ~~OpCo Debtor~~ Litigation Trust Assets after reserving for all actual and anticipated expenses and liabilities of the ~~OpCo Debtor~~ Litigation Trust. Except for any liability arising from the ~~OpCo~~ Litigation Trustee's breach of its fiduciary duties expressly preserved herein, the ~~OpCo~~ Litigation Trustee shall not be personally liable for the payment of any ~~OpCo Debtor~~ Litigation Trust Expenses or claim or other liability of the ~~OpCo Debtor~~ Litigation Trust, and no Person shall look to the ~~OpCo~~ Litigation Trustee or other Indemnified Parties personally for the payment of any such ~~OpCo Debtor~~ Litigation Trust Expenses or liability, unless it is ultimately and finally determined by a court of competent jurisdiction that such payment was the result of fraud, gross negligence, or willful misconduct.

7.10 Limitation of Liability of the Reorganized Debtors. Except as expressly provided in this Agreement, the Reorganized Debtors and each of their respective boards of directors, management, employees, and professionals shall have no liability for any action taken or omitted to be taken by the Litigation Trustee in performing its duties under this Agreement.

7.11 ~~6.10~~ Confirmation of Survival of Provisions. Without limitation in any way of any provision of this Agreement, the provisions of this Article VII shall survive the death, dissolution, liquidation, incapacity, resignation, replacement, or removal, as may be applicable,

of the ~~OpCo~~-Litigation Trustee or, as it relates to Section ~~6.9~~7.9, an Indemnified Party, or the termination of the ~~OpCo Debtor~~-Litigation Trust or this Agreement, and shall inure to the benefit of the ~~OpCo~~-Litigation Trustee's and ~~the~~each Indemnified Party's~~(ies')~~ heirs and assigns.

ARTICLE VIII~~ARTICLE VII~~

TAX MATTERS

8.1 ~~7.1~~ Tax Treatment of ~~OpCo Debtor~~-Litigation Trust. Pursuant to and in accordance with the Plan, for all United States federal income tax purposes, the Debtors, the ~~OpCo Debtor~~-Litigation Trust Beneficiaries, the ~~OpCo~~-Litigation Trustee, and the ~~OpCo Debtor~~-Litigation Trust shall treat (i) the ~~OpCo Debtor~~-Litigation Trust as a “liquidating trust” within the meaning of Treasury Regulation section 301.7701-4(d) and guidance promulgated in respect thereof, including Internal Revenue Service Revenue Procedure 94-45, 1994-2 C.B. 684 and, thus, as a “grantor trust” within the meaning of Internal Revenue Code sections 671 through 677 consistent with the terms of the Plan (unless the ~~OpCo Debtor~~-Litigation Trust has undergone the Conversion (as defined herein)) and (ii) the transfer of the ~~OpCo Debtor~~-Litigation Trust Assets to the ~~OpCo Debtor~~-Litigation Trust as (a) a transfer of the ~~OpCo Debtor~~-Litigation Trust Assets by the Freedom HoldCo Debtors and the OpCo Debtors to the ~~OpCo Debtor~~-Litigation Trust Beneficiaries in satisfaction of their Allowed Prepetition First Lien Loan Claims, Allowed Prepetition Second Lien Loan Claims, Allowed Prepetition HoldCo Loan Claims, Allowed OpCo General Unsecured Claims, and Allowed Freedom HoldCo General Unsecured Claims, as applicable (other than any ~~OpCo Debtor~~-Litigation Trust Disputed Claims Reserve treated as a DOF (if elected) or other separate ~~e~~Entity), followed by (b) a transfer of such ~~OpCo Debtor~~-Litigation Trust Assets by such ~~OpCo Debtor~~-Litigation Trust Beneficiaries to the ~~OpCo Debtor~~-Litigation Trust in exchange for their *pro rata* ~~OpCo Debtor~~share of Litigation Trust Units.—

~~The OpCo Debtor~~ (subject to the Litigation Trust Units Allocations). The Litigation Trust Beneficiaries shall be treated as the grantors and owners of the ~~OpCo Debtor~~ Litigation Trust for United States federal (and, to the extent permitted, state and local) income tax purposes.

8.2 ~~7.2~~ Annual Reporting and Filing Requirements. Pursuant to and in accordance with the terms of the Plan and this Agreement, the ~~OpCo~~ Litigation Trustee shall file tax returns (including applicable state, local and foreign tax returns, if any) for the ~~OpCo Debtor~~ Litigation Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a) to the extent required by applicable Law and subject to the treatment of the ~~OpCo Debtor~~ Litigation Trust Disputed Claims Reserve as a DOF or other separate eEntity.

8.3 ~~7.3~~ Tax Treatment of Reserves for Disputed Claims. The ~~OpCo~~ Litigation Trustee may, in the ~~OpCo~~ Litigation Trustee's sole discretion, determine the best way to report for United States tax purposes with respect to the ~~OpCo Debtor~~ Litigation Trust Disputed Claims Reserve, if applicable, including (i) filing a tax election to treat the ~~OpCo Debtor~~ Litigation Trust Disputed Claims Reserve as a DOF or other separate eEntity within the meaning of Treasury Regulation section 1.468B-9 for federal income tax purposes rather than to tax such reserve as a part of the ~~OpCo Debtor~~ Litigation Trust (and, to the extent permitted by applicable Law, report consistently with the foregoing for United States federal, state, and local income tax purposes) or (ii) electing to report as a separate trust or sub-trust or other entity. If an election is made to report the ~~OpCo Debtor~~ Litigation Trust Disputed Claims Reserve as a DOF or other separate entity, the ~~OpCo Debtor~~ Litigation Trust shall comply with all federal and state tax reporting and tax compliance requirements of the DOF or other separate entity, including, but not limited to, the filing of a separate federal tax return for the DOF or other separate entity and the payment of federal and/or state income tax due.

8.3.1 ~~7.3.1~~ If an election is made to report the ~~OpCo-Debtor~~-Litigation Trust Disputed Claims Reserve as a DOF or other separate ~~e~~Entity, all parties (including the Debtors, the Reorganized Debtors, the ~~OpCo-Debtor~~-Litigation Trust, the ~~OpCo~~-Litigation Trustee, and the ~~OpCo-Debtor~~-Litigation Trust Beneficiaries) shall be bound by such election and report for United States federal, state, and local income tax purposes consistently with the foregoing. The ~~OpCo~~-Litigation Trustee shall be responsible for payment, out of the ~~OpCo-Debtor~~-Litigation Trust Assets, of any taxes (including with respect to earned interest, if any) imposed on the ~~OpCo-Debtor~~-Litigation Trust or the ~~OpCo-Debtor~~-Litigation Trust Assets, including the ~~OpCo-Debtor~~-Litigation Trust Disputed Claims Reserve. In the event, and to the extent, any Cash retained on account of a Disputed ~~OpCo~~-General Unsecured Claim in the ~~OpCo-Debtor~~-Litigation Trust Disputed Claims Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, such Disputed ~~OpCo~~-General Unsecured Claims, the ~~OpCo~~-Litigation Trustee may, in its discretion, (i) sell any non-Cash assets relating to such Claim (including any assets distributable as a result of disallowance of such Claim) to pay such taxes or (ii) reimburse the ~~OpCo-Debtor~~-Litigation Trust for the payment of such taxes from any subsequent Cash amounts allocable to, or retained on account of such Disputed ~~OpCo~~-General Unsecured Claim (including any Cash distributable by the ~~OpCo~~-Litigation Trustee as a result of disallowance of such Disputed ~~OpCo~~-General Unsecured Claim).

8.4 ~~7.4~~ Valuation of ~~OpCo-Debtor~~-Litigation Trust Assets. As soon as practicable following the Effective Date, but in no event later than the due date for timely filing of the ~~OpCo-Debtor~~-Litigation Trust's first United States federal income tax return (taking into account applicable tax filing extensions), the ~~OpCo~~-Litigation Trustee shall determine the fair market

value of the ~~OpCo-Debtor~~-Litigation Trust Assets as of the Effective Date, based on the ~~OpCo~~-Litigation Trustee's good faith determination and subject in all respects to Section ~~7.4~~8.4, and the ~~OpCo~~-Litigation Trustee shall apprise, in writing, the ~~OpCo-Debtor~~-Litigation Trust Beneficiaries and the Reorganized ~~OpCo~~-Debtors of such valuation. The valuation shall be used consistently by all parties (including, without limitation, the Debtors and/or the Reorganized ~~OpCo~~-Debtors, as applicable, the ~~OpCo-Debtor~~-Litigation Trust, the ~~OpCo~~-Litigation Trustee, and the ~~OpCo-Debtor~~-Litigation Trust Beneficiaries) for all applicable United States federal, state, and local income tax purposes.

8.4.1 ~~7.4.1~~ In the event the Reorganized ~~OpCo~~-Debtors disagree with the ~~OpCo~~-Litigation Trustee's good faith determination of the valuation of the ~~OpCo-Debtor~~-Litigation Trust Assets, the ~~OpCo~~-Litigation Trustee and the Reorganized ~~OpCo~~-Debtors shall attempt to reconcile any such differences. The valuation agreed to by the Reorganized ~~OpCo~~-Debtors and the ~~OpCo~~-Litigation Trustee shall be used consistently by all parties for all tax purposes unless otherwise required by a "determination" within the meaning of Section 1313(a) of the Internal Revenue Code (or any equivalent provision of state, local, or non-U.S. law).

8.5 ~~7.5~~ In the event that the ~~OpCo~~-Litigation Trustee determines that the ~~OpCo-Debtor~~-Litigation Trust may be required to withhold from amounts distributable from the ~~OpCo-Debtor~~-Litigation Trust pursuant to Section ~~4.25~~2.2 above, it shall endeavor to promptly notify the relevant ~~OpCo-Debtor~~-Litigation Trust Beneficiary.

8.6 ~~7.6~~ Allocations of ~~OpCo-Debtor~~-Litigation Trust taxable income among the ~~OpCo-Debtor~~-Litigation Trust Beneficiaries shall be determined by reference to the manner in which an amount of Cash representing such taxable income would be distributed (were such cash permitted to be distributed at such time) if, immediately prior to such deemed distribution, the

~~OpCo-Debtor~~ Litigation Trust had distributed all its assets (valued at their tax book value) to the holders of ~~OpCo-Debtor~~ Litigation Trust Units, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the ~~OpCo-Debtor~~ Litigation Trust. Similarly, taxable loss of the ~~OpCo-Debtor~~ Litigation Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining ~~OpCo-Debtor~~ Litigation Trust Assets. The tax book value of the ~~OpCo-Debtor~~ Litigation Trust Assets for purposes of this Section 78.6 shall equal their fair market value on the Effective Date, adjusted in accordance with tax accounting principles prescribed by the IRC, the applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements.

8.7 ~~7.7~~ If, in the reasonable judgment of the ~~OpCo~~ Litigation Trustee, the ~~OpCo-Debtor~~ Litigation Trust is expected to survive for a period of more than five (5) years from the Effective Date, the Parties agree that the ~~OpCo~~ Litigation Trustee, in the exercise of its reasonable discretion, shall either (i) seek to extend the term of the ~~OpCo-Debtor~~ Litigation Trust for a reasonable period of time in a manner consistent with Section 910.3 hereof and Revenue Procedure 94-45 § 3.06, or (ii) convert the ~~OpCo-Debtor~~ Litigation Trust from a liquidating trust described in Treasury Regulation § 301.7701-4(d) to an investment trust described in Treasury Regulation § 301.7701-4(c), taxable as a grantor trust for U.S. federal income tax purposes under Sections 671 through 679 of the IRC (the process described in this clause (ii), the “Conversion”). In the event of a Conversion, the Parties (x) agree that, unless otherwise required by applicable ~~Law~~, the ~~OpCo-Debtor~~ Litigation Trust shall file or cause to be filed any annual or other necessary returns, reports and other forms consistent with the characterization of the converted entity as an investment trust for U.S. federal income tax purposes, (y) shall cooperate to amend

this Agreement to reflect such Conversion, and (z) shall take no position on any tax return inconsistent with such treatment.

ARTICLE IX~~ARTICLE VIII~~

SELECTION, REMOVAL, REPLACEMENT, AND COMPENSATION OF ~~OPCO~~-LITIGATION TRUSTEE

9.1 ~~8.1~~ Initial ~~OPCo~~-Litigation Trustee. The ~~OPCo~~Initial Litigation Trustee ~~has been selected by the Creditors' Committee, in consultation of the Debtors, and has been determined to be reasonably acceptable by the Required Consenting First Lien Lenders,~~ is appointed effective as of the Effective Date, and shall serve as the trustee of the ~~OPCo Debtor~~ Litigation Trust. The initial trustee of the ~~OPCo Debtor~~ Litigation Trust shall be the ~~OPCo~~Initial Litigation Trustee.

9.2 ~~8.2~~ Term of Service. The ~~OPCo~~ Litigation Trustee shall serve until the earliest of (i) the completion of the administration of the ~~OPCo Debtor~~ Litigation Trust Assets and the ~~OPCo Debtor~~ Litigation Trust, including the winding up of the ~~OPCo Debtor~~ Litigation Trust, in accordance with this Agreement and the Plan, (ii) termination and dissolution of the ~~OPCo Debtor~~ Litigation Trust in accordance with the terms of this Agreement and the Plan, or (iii) the ~~OPCo~~ Litigation Trustee's resignation, death, dissolution, incapacity, liquidation, or removal. In the event that the ~~OPCo~~ Litigation Trustee's appointment terminates by reason of resignation, death, dissolution, incapacity, liquidation, or removal, the ~~OPCo~~ Litigation Trustee shall be immediately compensated for all reasonable, documented fees and expenses accrued but unpaid through the effective date of termination, whether or not previously invoiced. The provisions of Article VI of this Agreement shall survive the resignation or removal of any ~~OPCo~~ Litigation Trustee.

9.3 ~~8.3~~ Removal of ~~OpCo~~-Litigation Trustee. Any party in interest, ~~on~~ (including the Litigation Trust Advisory Board), with notice and a hearing before the Bankruptcy Court, may seek removal of the ~~OpCo~~-Litigation Trustee for ~~e~~Cause (as defined below). As used herein, “Cause” shall mean the Litigation Trustee’s (A) commission of an act of fraud, theft or embezzlement during the performance its duties hereunder; (B) conviction of a felony with all appeals having been exhausted or appeal periods lapsed; (C) gross negligence, bad faith, willful misconduct, or knowing violation of law in the performance of its duties hereunder; (D) commission of any negligence, even if not rising to the level of gross negligence, that risks materially adversely affecting the value or successful liquidation and distribution of the Litigation Trust Assets; or (E) violation of the provisions of this Agreement, the Plan, or the Confirmation Order. Such removal shall become effective on the date action is taken. The Bankruptcy Court shall have exclusive jurisdiction to hear and finally determine any dispute arising out of this Section ~~8.3~~9.3 except as otherwise provided in the Plan or Confirmation Order.

9.4 ~~8.4~~ Resignation of ~~OpCo~~-Litigation Trustee. The ~~OpCo~~-Litigation Trustee may resign at any time on thirty (30) days’ written notice to the Litigation Trust Advisory Board, counsel to the Debtors, counsel to the ~~Required-Consenting First Lien~~Ad Hoc Group, counsel to the Freedom Lenders Group, the U.S. Trustee, and the Bankruptcy Court. The resignation shall be effective on the later of (i) the date specified in the notice of resignation and (ii) the date that is thirty (30) days after the date such notice is filed with the Bankruptcy Court. In the event of a resignation, the resigning ~~OpCo~~-Litigation Trustee shall file a full and complete accounting of monies and assets received, disbursed, and held during the term of that ~~OpCo~~-Litigation Trustee.

9.5 ~~8.5~~ Appointment of Successor ~~OpCo~~-Litigation Trustee. Upon the resignation, death, dissolution, incapacity, liquidation, or removal of a ~~OpCo~~-Litigation Trustee, ~~any party in interest (including, in the case of resignation, the OpCo Litigation Trustee) may file a motion in the Bankruptcy Court to appoint~~ a successor trustee. ~~In the event no party in interest seeks the appointment of a successor OpCo~~ shall be selected by the Litigation Trust Advisory Board by majority vote of the Members or at a meeting of the Litigation Trust Advisory Board called for of replacing the Litigation Trustee, ~~the Bankruptcy Court shall appoint~~ provided that the successor ~~OpCo Litigation Trustee on its own motion~~ shall be reasonably acceptable to holders of a majority of Prepetition First Lien Loan Claims. Any successor ~~OpCo~~-Litigation Trustee so appointed (i) shall consent to and accept his, her, or its appointment as successor ~~OpCo~~-Litigation Trustee, which may be done by e-mail or through acquiescence in not objecting to a motion for approval of his, her, or its appointment as successor ~~OpCo~~-Litigation Trustee, and (ii) shall not have any liability or responsibility for the acts or omissions of any predecessor(s). Any successor ~~OpCo~~-Litigation Trustee may be appointed to serve only on an interim basis.

9.6 ~~8.6~~ Powers and Duties of Successor ~~OpCo~~-Litigation Trustee. A successor ~~OpCo~~-Litigation Trustee shall have all the rights, privileges, powers, and duties of his, her, or its predecessor under this Agreement, the Plan, and the Confirmation Order.

9.7 ~~8.7~~ ~~OpCo Debtor~~-Litigation Trust Continuance. The resignation, death, dissolution, incapacity, liquidation, or removal of the ~~OpCo~~-Litigation Trustee shall not terminate the ~~OpCo Debtor~~-Litigation Trust or revoke any existing agency created pursuant to this Agreement or invalidate any action theretofore taken by the ~~OpCo~~-Litigation Trustee.

9.8 ~~8.8~~ Compensation of ~~OpCo~~-Litigation Trustee and Costs of Administration. The ~~OpCo~~-Litigation Trustee shall receive fair and reasonable compensation for its services in

accordance with the terms and conditions of the Plan, which shall be a charge solely against and solely paid out of the ~~OpCo-Debtor~~-Litigation Trust Assets as ~~OpCo-Debtor~~-Litigation Trust Expenses. All costs, expenses, and obligations incurred by the ~~OpCo~~-Litigation Trustee (or professionals who may be employed by the ~~OpCo~~-Litigation Trustee in administering the ~~OpCo-Debtor~~-Litigation Trust, in carrying out ~~their~~its other responsibilities under this Agreement, or in any manner connected, incidental, or related thereto) shall be paid by the ~~OpCo-Debtor~~-Litigation Trust solely from the ~~OpCo-Debtor~~-Litigation Trust Assets ~~prior to any distribution to Holders of applicable Allowed OpCo General Unsecured Claims.~~

9.9 ~~8.9~~ Appointment of Supplemental ~~OpCo~~-Litigation Trustee. If the ~~OpCo~~-Litigation Trustee has a conflict or any of the ~~OpCo-Debtor~~-Litigation Trust Assets are situated in any state or other jurisdiction in which the ~~OpCo~~-Litigation Trustee is not qualified to act as trustee, the ~~OpCo~~-Litigation Trustee shall, upon written notice to counsel to the Debtors, counsel to the Ad Hoc Group (email being sufficient), and counsel to the ~~Required Consenting Term Loan~~Freedom Lenders Group (email being sufficient), nominate and appoint a Person duly qualified to act as trustee (the “Supplemental ~~OpCo~~-Litigation Trustee”) with respect to such conflict, or in such state or jurisdiction, and require from each such Supplemental ~~OpCo~~-Litigation Trustee such security as may be designated by the ~~OpCo~~-Litigation Trustee in its reasonable discretion. In the event the ~~OpCo~~-Litigation Trustee is unwilling or unable to appoint a disinterested Person to act as Supplemental ~~OpCo~~-Litigation Trustee to handle any such matter, the Bankruptcy Court, ~~on~~with notice and a hearing, may do so. The ~~OpCo~~-Litigation Trustee or the Bankruptcy Court, as applicable, may confer upon such Supplemental ~~OpCo~~-Litigation Trustee any or all of the rights, powers, privileges, and duties of the ~~OpCo~~-Litigation Trustee hereunder, subject to the conditions and limitations of this Agreement, the Plan, and the

Confirmation Order, except as modified or limited by the ~~L~~aws of the applicable state or other jurisdiction (in which case, the ~~L~~aws of the state or other jurisdiction in which such Supplemental ~~OpCo~~-Litigation Trustee is acting shall prevail to the extent necessary). To the extent the Supplemental ~~OpCo~~-Litigation Trustee is appointed by the ~~OpCo~~-Litigation Trustee, the ~~OpCo~~-Litigation Trustee shall require such Supplemental ~~OpCo~~-Litigation Trustee to be answerable to the ~~OpCo~~-Litigation Trustee for all monies, assets, and other property that may be received in connection with the administration of all property. The ~~OpCo~~-Litigation Trustee or the Bankruptcy Court, as applicable, may remove such Supplemental ~~OpCo~~-Litigation Trustee, with or without cause, and appoint a successor Supplemental ~~OpCo~~-Litigation Trustee at any time by executing a written instrument declaring such Supplemental ~~OpCo~~-Litigation Trustee removed from office and specifying the effective date and time of removal.

ARTICLE X~~ARTICLE IX~~

DURATION OF ~~OPCO~~-DEBTOR LITIGATION TRUST

10.1 ~~9.1~~ Duration. Once the ~~OpCo-Debtor~~-Litigation Trust becomes effective upon the Effective Date of the Plan, the ~~OpCo-Debtor~~-Litigation Trust and this Agreement shall remain and continue in full force and effect until the ~~OpCo-Debtor~~-Litigation Trust is terminated in accordance with the terms hereof.

10.2 ~~9.2~~ Termination on Payment of ~~OpCo-Debtor~~-Litigation Trust Expenses and Distribution of ~~OpCo-Debtor~~-Litigation Trust Assets. Upon the payment of all ~~OpCo-Debtor~~-Litigation Trust Expenses, and the distribution of all ~~OpCo-Debtor~~-Litigation Trust Assets in accordance with the provisions of the Plan, the Confirmation Order, and this Agreement, the ~~OpCo-Debtor~~-Litigation Trust shall automatically terminate and dissolve and the ~~OpCo~~-

Litigation Trustee shall have no further responsibility in connection therewith except as may be required to effectuate such termination under relevant Law.

10.3 ~~9.3~~ Termination after Five Years Unless Extended. If the ~~OpCo-Debtor~~ Litigation Trust has not been previously terminated and dissolved pursuant to Section ~~9.2~~10.2 hereof, on the fifth anniversary of the Effective Date, the ~~OpCo-Debtor~~ Litigation Trustee shall distribute all of the ~~OpCo-Debtor~~ Litigation Trust Assets to the ~~OpCo-Debtor~~ Litigation Trust Beneficiaries in accordance with the Plan, and immediately thereafter the ~~OpCo-Debtor~~ Litigation Trust shall terminate and the ~~OpCo~~ Litigation Trustee shall have no further responsibility in connection therewith except to the limited extent set forth in Section ~~9.5~~10.5 of this Agreement, unless the ~~Bankruptcy Court, upon motion made~~ Litigation Trust Advisory Board within the six-month period before such fifth anniversary (and, in the event of further extension, ~~by order of the Bankruptcy Court upon motion made~~ within the ~~six-month~~six-month period before the end of the preceding extension),~~—~~ determines that a fixed period extension (not to exceed three years, together with any prior extensions, without a favorable letter ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the ~~OpCo-Debtor~~ Litigation Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the recovery on, and liquidation of, the ~~OpCo-Debtor~~ Litigation Trust Assets.

10.4 ~~9.4~~ No Termination by ~~OpCo-Debtor~~ Litigation Trust Beneficiaries. The ~~OpCo-Debtor~~ Litigation Trust may not be terminated and dissolved at any time by the ~~OpCo-Debtor~~ Litigation Trust Beneficiaries.

10.5 ~~9.5~~ Continuance of ~~OpCo-Debtor~~ Litigation Trust for Winding Up; Discharge and Release of ~~OpCo~~ Litigation Trustee. After the termination of the ~~OpCo-Debtor~~ Litigation Trust and solely for the purpose of liquidating and winding up the affairs of the ~~OpCo-Debtor~~

Litigation Trust, the ~~OpCo~~-Litigation Trustee shall continue to act as such until its responsibilities have been fully performed. Except as otherwise specifically provided herein, upon the distribution of the ~~OpCo Debtor~~-Litigation Trust Assets, including all excess reserves, the ~~OpCo~~-Litigation Trustee and the ~~OpCo Debtor~~-Litigation Trust's professionals and agents shall be deemed discharged and have no further duties or obligations hereunder. In connection with the foregoing, upon a motion by the ~~OpCo~~-Litigation Trustee, the Bankruptcy Court may enter an order relieving the ~~OpCo~~-Litigation Trustee and its employees, professionals, and agents of any further duties, discharging and releasing the ~~OpCo~~-Litigation Trustee and its employees, professionals, and agents from all liability related to the ~~OpCo Debtor~~-Litigation Trust.

ARTICLE XI~~ARTICLE X~~

MISCELLANEOUS

11.1 ~~10.1~~ Cumulative Rights and Remedies. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies under law or in equity.

11.2 ~~10.2~~ Notices. All notices to be given to ~~OpCo Debtor~~-Litigation Trust Beneficiaries may be given by email, ordinary mail, or may be delivered personally, at the addresses for such ~~OpCo Debtor~~-Litigation Trust Beneficiaries appearing on the books kept by the ~~OpCo Debtor~~-Litigation Trust. Any notice or other communication which may be or is required to be given, served, or sent to the ~~OpCo Debtor~~-Litigation Trust shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or transmitted by email, hand delivery, or facsimile (if receipt is confirmed) addressed as follows:

If to the ~~OpCo Debtor~~-Litigation Trust or the ~~OpCo~~-Litigation Trustee:

~~[NAME OF OPCO LITIGATION TRUSTEE]~~

Lawrence Hirsh

[ADDRESS]

[ADDRESS LINE 2]

[CITY, STATE ZIP CODE]

With a copy to:

~~[COUNSEL FOR OPCO LITIGATION TRUSTEE]~~

~~[ADDRESS]~~

~~[CITY, STATE ZIP CODE]~~

~~Attn: [●]~~

~~Email: [●]~~

~~Fax: [●]~~

or to such other address as may from time to time be provided in written notice by the ~~OpCo-Debtor~~ Litigation Trustee.

11.2.1 ~~10.2.1~~ Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to rules governing the conflict of laws.

11.2.2 ~~10.2.2~~ Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

11.2.3 ~~10.2.3~~ Particular Words. Reference in this Agreement to any Article or Section is, unless otherwise specified, to that such Article or Section (inclusive of any subsections), as applicable, under this Agreement. The words “hereof,” “herein,” and similar terms shall refer to this Agreement and not to any particular Article or Section of this Agreement.

11.2.4 ~~10.2.4~~ Execution. All funds in the ~~OpCo-Debtor~~ Litigation Trust shall be deemed *in custodia legis* until such times as the funds have actually been paid to or for the benefit of a ~~OpCo-Debtor~~ Litigation Trust Beneficiary, and no ~~OpCo-Debtor~~ Litigation Trust Beneficiary or any other Person can execute upon, garnish or attach the ~~OpCo-Debtor~~ Litigation

Trust Assets or the ~~OpCo~~-Litigation Trustee in any manner or compel payment from the ~~OpCo~~-
~~Debtor~~-Litigation Trust except by Final Order of the Bankruptcy Court. Payments will be solely
governed by the Plan, the Confirmation Order, and this Agreement.

11.2.5 ~~10.2.5~~-Amendment. This Agreement may be amended by written
agreement of the ~~OpCo~~-Litigation Trustee (in consultation with the Litigation Trust Advisory
Board), the Ad Hoc Group, and the Freedom Lender Group (which, in each case, may be
provided by email from counsel), or by order of the Bankruptcy Court; *provided, however*, that
such amendment may not be inconsistent with the Plan or the Confirmation Order.

11.2.6 ~~10.2.6~~-No Waiver. No failure or delay of any party to exercise any right or
remedy pursuant to this Agreement shall affect such right or remedy or constitute a waiver
thereof.

11.2.7 ~~10.2.7~~-No Relationship Created. Nothing contained herein shall be
construed to constitute any relationship created by this Agreement as an association, partnership,
or joint venture of any kind.

11.2.8 ~~10.2.8~~-Severability. If any term, provision, covenant, or restriction
contained in this Agreement is held by a court of competent jurisdiction or other authority to be
invalid, void, unenforceable, or against its regulatory policy, the remainder of the terms,
provisions, covenants, and restrictions contained in this Agreement shall remain in full force and
effect and shall in no way be affected, impaired, or invalidated.

11.2.9 ~~10.2.9~~-Further Assurances. Without limitation of the generality of Section
~~2.4~~2.6 of this Agreement, the Parties agree to execute and deliver all such documents and notices
and to take all such further actions as may reasonably be required from time to time to carry out

the intent and purposes and provide for the full implementation of this Agreement and the pertinent provisions of the Plan and to consummate the transactions contemplated hereby.

11.2.10 ~~10.2.10~~ Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11.2.11 ~~10.2.11~~ Jurisdiction. The Bankruptcy Court shall have jurisdiction regarding the Debtors, the Reorganized Debtors, the ~~OpCo Debtor~~ Litigation Trust, the ~~OpCo~~ Litigation Trustee, and the ~~OpCo Debtor~~ Litigation Trust Assets, including, without limitation, the determination of all disputes arising out of or related to administration of the ~~OpCo Debtor~~ Litigation Trust; *provided, however*, that this Section ~~10.2.11~~ 11.2.11 shall not conflict with the provisions of the Plan, including, without limitation, Article XIII of the Plan. The Bankruptcy Court shall have continuing jurisdiction and venue to hear and finally determine all disputes and related matters among the Parties arising out of or related to this Agreement or the administration of the ~~OpCo Debtor~~ Litigation Trust. The Parties expressly consent to the Bankruptcy Court hearing and exercising such judicial power as is necessary to finally determine all such disputes and matters. If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Agreement, the provisions of this Agreement shall have no effect on and shall not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter, and all applicable references in this Agreement to an order or decision of the Bankruptcy Court shall instead mean an order or decision of such other court of competent jurisdiction.

IN WITNESS WHEREOF, the Parties have or are deemed to have executed this Agreement as of the day and year written above.

FREEDOM VCM, INC.

By: _____

Name: [●]

Title: [●]

FREEDOM VCM INTERCO, INC.

By: _____

Name: ☐

Title: ☐

**FRANCHISE GROUP, INC. AND ITS OPCO
DEBTOR AFFILIATES SET FORTH ON
~~EXHIBIT A~~SCHEDULE 1**

By: _____
Name: David Orlofsky
Title: Chief Restructuring Officer

~~[NAME OF OPCO LITIGATION TRUSTEE]~~ Lawrence Hirsh,
not individually, but solely in its capacity as ~~OpCo~~-Litigation
Trustee of the Franchise Group ~~OpCo~~-Litigation Trust

By: _____
Name: ~~{•}~~ Lawrence Hirsh
Title: ~~{•}~~

Schedule 1

1. FRANCHISE GROUP, INC.
2. AMERICAN FREIGHT FFO, LLC
3. AMERICAN FREIGHT FRANCHISING, LLC
4. AMERICAN FREIGHT FRANCHISOR, LLC
5. AMERICAN FREIGHT GROUP, LLC
6. AMERICAN FREIGHT HOLDINGS, LLC
7. AMERICAN FREIGHT MANAGEMENT COMPANY, LLC
8. AMERICAN FREIGHT OUTLET STORES, LLC
9. AMERICAN FREIGHT, LLC
10. BETANCOURT SPORTS NUTRITION, LLC
11. BUDDY'S FRANCHISING AND LICENSING LLC
12. BUDDY'S NEWCO, LLC
13. EDUCATE, INC.
14. FRANCHISE GROUP ACQUISITION TM, LLC
15. FRANCHISE GROUP INTERMEDIATE B, LLC
16. FRANCHISE GROUP INTERMEDIATE BHF, LLC
17. FRANCHISE GROUP INTERMEDIATE HOLDCO, LLC
18. FRANCHISE GROUP INTERMEDIATE L, LLC
19. FRANCHISE GROUP INTERMEDIATE PSP, LLC
20. FRANCHISE GROUP INTERMEDIATE S, LLC
21. FRANCHISE GROUP INTERMEDIATE SL, LLC
22. FRANCHISE GROUP INTERMEDIATE V, LLC
23. FRANCHISE GROUP NEW HOLDCO, LLC
24. FRANCHISE GROUP NEWCO BHF, LLC
25. FRANCHISE GROUP NEWCO INTERMEDIATE AF, LLC
26. FRANCHISE GROUP NEWCO PSP, LLC
27. FRANCHISE GROUP NEWCO S, LLC
28. FRANCHISE GROUP NEWCO SL, LLC
29. FRANCHISE GROUP NEWCO V, LLC
30. HOME & ~~APPLIANCE~~APPLIANCE OUTLET, LLC
31. PET SUPPLIES "PLUS", LLC
32. PSP DISTRIBUTION, LLC
33. PSP FRANCHISING, LLC
34. PSP GROUP, ~~LLC~~PSP MIDCO, LLC
35. PSP MIDCO, LLC
36. ~~35.~~ PSP SERVICE NEWCO, LLC
37. ~~36.~~ PSP STORES, LLC
38. ~~37.~~ PSP SUBCO, LLC
39. ~~38.~~ VALOR ACQUISITION, LLC
40. ~~39.~~ VITAMIN SHOPPE FLORIDA, LLC
41. ~~40.~~ VITAMIN SHOPPE FRANCHISING, LLC
42. ~~41.~~ VITAMIN SHOPPE GLOBAL, LLC
43. ~~42.~~ VITAMIN SHOPPE INDUSTRIES LLC
44. ~~43.~~ VITAMIN SHOPPE MARINER, LLC

- 45. ~~44.~~ VITAMIN SHOPPE PROCUREMENT SERVICES, LLC
- 46. ~~45.~~ WNW FRANCHISING, LLC
- 47. ~~46.~~ WNW STORES, LLC

| [\[Schedule 2\]](#)

| [\[Intentionally Omitted\]](#)

Exhibit I

Freedom HoldCo Debtor Litigation Trust Agreement

Pursuant to Section 14.3 and Section 14.4 of the Plan, Exhibit I to the First Plan Supplement is hereby withdrawn in its entirety.

Exhibit K**Assumed Contracts List**

Section 10.1 of the Plan provides the following: Except as otherwise provided herein, any Executory Contracts and Unexpired Leases (a) not previously assumed, (b) not previously assumed and assigned in accordance with any Sale Order in connection with the Partial Sale Transaction or other order approving such assumption and assignment, (c) not previously rejected pursuant to an order of the Bankruptcy Court, and (d) identified on the Assumed Contracts List, will be assumed effective as of the Effective Date pursuant to sections 365 and 1123 of the Bankruptcy Code and the Confirmation Order, except any Executory Contract or Unexpired Lease (i) identified on the Rejected Contracts/Lease List, (ii) that is the subject of a separate motion or notice to reject, assume, or assume and assign pending as of the Confirmation Date, (iii) that previously expired or terminated pursuant to its own terms (disregarding any terms the effect of which is invalidated by the Bankruptcy Code), (iv) of the American Freight Debtors that is not otherwise assumed or included on the Assumed Contracts List, (v) of the Vitamin Shoppe Debtors that is not otherwise assumed or included on the Assumed Contracts List, or (vi) that, as of the Effective Date, is the subject of (A) a motion to reject or a Cure Dispute that is pending or (B) an order of the Bankruptcy Court that is not yet a Final Order. For the avoidance of doubt, except as otherwise set forth herein or as included on the Assumed Contracts List, all Executory Contracts and Unexpired Leases of the American Freight Debtors and the Vitamin Shoppe Debtors shall be rejected as of the Effective Date.

Entry of the Confirmation Order by the Bankruptcy Court shall constitute an order approving the assumptions or rejections of the Debtors' Executory Contracts and Unexpired Leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code effective on the occurrence of the Effective Date or, as to rejected Executory Contracts and Unexpired Leases, on such other date as may be identified on the Rejected Contracts/Lease List or other motion or notice to reject by agreement of the affected counterparty to such Executory Contract or Unexpired Lease.

Each Executory Contract and Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order, and not assigned to a third party (including the Buyer in the Partial Sale Transaction) on or prior to the Effective Date, shall revest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms, except as such terms may have been modified by agreement of the parties or, other than with respect to non-residential Unexpired Leases, by an order of the Bankruptcy Court. To the maximum extent permitted by Law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, increases, accelerates or otherwise alters any obligations, rights or liabilities of the Debtors or the Reorganized Debtors thereunder as a result of, gives rise to any rights or benefits to any non-Debtor party to any such Executory Contract or Unexpired Lease, or creates any Lien on any asset or property of the Debtors or the Reorganized Debtors as a result of, the assumption of such Executory Contract or Unexpired Lease or the execution or consummation of the Plan or any other Restructuring Transaction (including any change of control, sale of business, assignment, vesting, termination, acceleration, or similar provisions therein), then such provision shall be deemed unenforceable (solely for purposes of the transactions contemplated under the Plan) and modified such that the transactions contemplated by the Plan or any other Restructuring Transaction shall

not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease, to exercise any other default-related rights with respect thereto, to increase, accelerate or otherwise alter the obligations, rights or liabilities of the Debtors or the Reorganized Debtors thereunder, to be entitled to any rights or benefits thereunder, or create or impose a Lien on any asset or property of the Debtors or the Reorganized Debtors. For the avoidance of doubt, Confirmation of the Plan shall not be deemed an assignment of any Executory Contract or Unexpired Lease of the Debtors, notwithstanding any change in name, organizational form, or jurisdiction of organization of any Debtor in connection with the occurrence of the Effective Date.

Notwithstanding anything to the contrary contained in the Plan (other than Section 10.8 of the Plan) and in the Restructuring Support Agreement, the Debtors or Reorganized Debtors, as applicable, subject to the Definitive Document Consent Rights, reserve the right to amend or supplement the Rejected Contracts/Lease List in their discretion prior to the later of (a) Effective Date and (b) seven (7) days after the date on which the Bankruptcy Court determines that the Allowed Cure Cost with respect to any Executory Contract or Unexpired Lease is greater than the amount set forth in the Assumed Contracts List (or, in either case, such later date as may be agreed with a counterparty); provided that the Debtors shall give prompt notice of any such amendment or supplement to any affected counterparty and such counterparty shall have a reasonable opportunity to object thereto on any grounds.

Section 10.2 of the Plan provides the following: Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, all requests for payment of Cure Costs that differ from the amounts paid or proposed to be paid by the Debtors or the Reorganized Debtors on the Assumed Contracts List, as applicable, to a counterparty must be Filed, served, and actually received by the Debtors on or before fourteen (14) days after such notice (together with any outstanding Cure Objection, a “Cure Dispute”). Any such request that is not timely Filed shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Debtor, Reorganized Debtor, or Buyer, without the need for any objection by the Debtors or the Reorganized Debtors or any other party in interest, or any further notice to or action, order, or approval of the Bankruptcy Court. Any Cure Costs shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Reorganized Debtors of the applicable Cure Costs; provided, however, that nothing herein shall prevent the Reorganized Debtors or the Buyer (if applicable) from paying any Cure Costs despite the failure of the relevant counterparty to File such request for payment of such Cure Costs. The Reorganized Debtors also may settle any Cure Costs without any further notice to or action, order, or approval of the Bankruptcy Court. In the event that a non-Debtor contract counterparty Files a timely Cure Dispute and the Debtors and such counterparty cannot resolve such Cure Dispute, the Cure Dispute shall be heard on at least seven (7) days’ notice to the applicable non-Debtor contract counterparty, or such date as the parties agree, subject to the Bankruptcy Court’s calendar. Any objection by a contract or lease counterparty to (a) the ability of the applicable Debtors to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or assumed and assigned, or (b) any other matter pertaining to the proposed assumption or proposed assumption and assignment must be Filed, served, and actually received by the Debtors by the date on which objections to Confirmation of the Plan are due. The Reorganized Debtors may settle any Cure Dispute without any further notice to or action, order, or approval of the Bankruptcy Court. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption or proposed

assumption and assignment of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption or assumption and assignment, as applicable.

Except to the extent that less favorable treatment has been agreed to by the non-Debtor party or parties to each such Executory Contract or Unexpired Lease to be assumed or assumed and assigned pursuant to the Plan, the Debtors shall pay any Cure Costs, if monetary, in full in Cash either (a) on the Effective Date or as soon as reasonably practicable thereafter, or (b) in the event of a Cure Dispute, and following resolution of such Cure Dispute (either consensually or through judicial decision), upon the later of (i) the Effective Date or as soon as reasonably practicable thereafter and (ii) seven (7) days after the date on which such Cure Dispute has been resolved. The Debtors and the Reorganized Debtors, as applicable, reserve the right at any time (including, with respect to the Reorganized Debtors, after the Effective Date) to move to reject any Executory Contract or Unexpired Lease based upon the existence of any such unresolved dispute. If the Bankruptcy Court determines that the Allowed Cure Cost with respect to any Executory Contract or Unexpired Lease is greater than the amount set forth in the Assumed Contracts List, the Debtors or the Reorganized Debtors, as applicable, shall have the right to reject such Executory Contract or Unexpired Lease by amending the Rejected Contracts/Lease List to include such Executory Contract or Unexpired Lease and providing prompt notice of any such amendment to any applicable counterparty, in which case such Executory Contract or Unexpired Lease will be deemed rejected as of the Effective Date subject to the applicable counterparty's right to object to such rejection.

Assumption (or assumption and assignment) of any Executory Contract or Unexpired Lease pursuant to the Plan and payment or performance of the applicable Cure Costs shall result in the full release and satisfaction of any Claims and defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, under any assumed Executory Contract or Unexpired Lease arising at any time prior to the effective date of assumption. **Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any Cure Cost has been fully paid pursuant to Section 10.2 of the Plan, shall be deemed Disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.; provided, however, that nothing herein shall affect the allowance of any Claims or any Cure Costs agreed to by the Debtors in any written agreement amending or modifying any Executory Contract or Unexpired Lease prior to the assumption of such Executory Contract or Unexpired Lease pursuant to the Plan or otherwise.**

To the extent applicable, rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors or the Reorganized Debtors, as applicable, under such Executory Contracts or Unexpired Leases and the Debtors are entitled to all the rights provided under section 365 of the Bankruptcy Code.

Additionally, Section 10.7 of the Plan provides the following: Neither the exclusion nor inclusion of any contract or lease in the Rejected Contracts/Lease List or Assumed Contracts List, as applicable, nor anything contained in the Plan or Sale Documents, nor the Debtors' delivery of

a notice of the proposed assumption and proposed Cure Cost to any contract and lease counterparties set forth in the Assumed Contracts List (which shall be Filed with the Plan Supplement), shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or Reorganized Debtors, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease. If there is a dispute regarding a Debtor's or Reorganized Debtor's liability under an assumed Executory Contract or Unexpired Lease, the Reorganized Debtors shall be authorized to move to have such dispute heard by the Bankruptcy Court pursuant to Article XIII of the Plan. If the Bankruptcy Court determines that the Allowed Cure Cost with respect to any Executory Contract or Unexpired Lease is greater than the amount set forth in the Assumed Contracts List, the Debtors shall have the right to reject such Executory Contract or Unexpired Lease, in which case such Executory Contract or Unexpired Lease will be deemed rejected as of the Effective Date subject to the applicable counterparty's right to object to such rejection.

Certain documents, or portions thereof, contained in this **Exhibit K** and the Plan Supplement remain subject to continuing review and discussions among the Debtors and interested parties with respect thereto. The rights of the Debtors are expressly reserved, subject to the terms and conditions set forth in the Plan (including all applicable consultation, consent, and/or approval rights contained or contemplated therein), to alter, amend, modify, or supplement the Plan Supplement and any of the documents contained therein in accordance with the terms of the Plan, or by order of the Bankruptcy Court.

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121900223	1170 Northern Boulevard LLC	1170 Northern Boulevard LLC 40 Harbor Park Drive North Port Washington, NY 11050	PSP Stores, LLC	Lease, dated 03/30/2002, as amended (Manhasset, NY)	Manhasset, NY (9036)	\$0.00
122000027	12550 LLC	12550 LLC PO BOX 300439 BROOKLYN, NY 11230	Buddy's Newco, LLC	Lease dated in July 2005 with a term commencing on September 1, 2005, as amended (Store 48)	48	\$418.01
121800022	1480 Cafe LLC	1480 Cafe LLC 10 East 120th Avenue Northglenn, CO 80233	PSP Franchising, LLC	Franchise Agreement, dated 07/10/2020, as renewed or amended (Store #4328 - Denver)		\$0.00
121900224	1515 Lititz Partners, LLC	1515 Lititz Partners, LLC c/o Burkwood Associates 255 Butler Avenue Suite 203 Lancaster, PA 17601	PSP Stores, LLC	Lease, dated 01/06/2012, as amended (Lancaster, PA)	Lancaster, PA (9037)	\$0.00
121900032	175 Memorial Ave., LLC	175 Memorial Ave., LLC c/o Century Investment Co. 181 Park Ave. Suite 1 West Springfield, MA 01089	Pet Supplies "Plus", LLC	Lease Agreement, dated 09/12/1995, as amended (West Springfield, MA)	West Springfield, MA (9015)	\$0.00
121900205	250 Three Springs, LP	250 Three Springs, LP 4041 Liberty Avenue Suite 201 Pittsburgh, PA 15224	PSP Stores, LLC	Lease, dated 09/25/2022, as amended (Weirton, WV)	Weirton, WV (4556)	\$695.16
121900202	27386 Carronade, LLC	27386 Carronade, LLC 2600 West Big Beaver Rd Suite 410 Troy, MI 48084	PSP Stores, LLC	Lease Agreement, dated 08/18/2021, as amended (Perrysburg, OH)	Perrysburg, OH (4465)	\$0.00
121800042	2nd Watch, Inc. Aptitive	2nd Watch, Inc. Aptitive 2310 N Molter Suite 340 Liberty Lake, WA 99019	PSP Group, LLC	Acquisition Announcement and Payment Details Update		\$0.00
121800046	313 Presents, LLC	313 Presents, LLC 2525 Woodward Avenue Detroit, MI 48201	PSP Group, LLC	Sponsorship Agreement		\$0.00
121800047	313 Presents, LLC	313 Presents, LLC 2525 Woodward Avenue Detroit, MI 48201	PSP Midco, LLC	First Amendment to Sponsorship Agreement		\$0.00
121900222	3644 Long Beach Road, LLC	3644 Long Beach Road, LLC c/o Serota Properties 70 East Sunrise Hwy. Suite 610 Valley Stream, NY 11581	PSP Stores, LLC	Lease, dated 05/16/2003, as amended (Oceanside, NY)	Oceanside, NY (9031)	\$0.00
121800058	3Deez, LLC	3Deez, LLC 4712 Ocean Blvd. Destin, FL 32541	PSP Franchising, LLC	Franchise Agreement, dated 03/18/2021, as renewed or amended (Store #4433 - Destin)		\$0.00
121800059	4 Healthy Paws, Inc.	4 Healthy Paws, Inc. 11040 Pinevale Lane Franktown, CO 80116	WNW Franchising, LLC	Franchise Agreement, dated 10/17/2015 (Store #3008 - Aurora)		\$0.00
121800060	4 Paws Partners, LLC	4 Paws Partners, LLC 1100 US Highway 287, Suite 1400 Broomfield, CO 80020	WNW Franchising, LLC	Franchise Agreement, dated 08/29/2022, as renewed (Store #3011 - Broomfield)		\$0.00
121800061	4 Pets Enterprises, LLC	4 Pets Enterprises, LLC 10705 NE. 156th Avenue Vancouver, WA 98682	PSP Franchising, LLC	Franchise Agreement, dated 08/28/2020, as renewed or amended (Store #4104 - Gresham)		\$0.00
121900013	4405 Milestrip HD Lessee LLC	4405 Milestrip HD Lessee LLC c/o Northpath Investments 144 East 44th Street Suite 601 New York, NY 10017	Pet Supplies "Plus", LLC	Lease Agreement, dated 01/08/2009, as amended (Blasdell, NY)	Blasdell, NY (0192)	\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121900033	470 French Road L.L.C.	470 French Road L.L.C. P.O. Box 213 Yorkville, NY 13495	Pet Supplies "Plus", LLC	Lease Agreement, dated 05/21/1997, as amended (New Hartford, NY)	New Hartford, NY (9027)	\$0.00
121900154	4968 Transit Road LLC	4968 Transit Road LLC c/o Gold Seal Equity Partnership 2 Wendling Court Lancaster, NY 14086	PSP Stores, LLC	Lease, dated 02/02/2016, as amended (Depew, NY)	Depew, NY (4055)	\$763.18
121900108	570 Associates III, LLC	570 Associates III, LLC c/o Benderson Development 7978 Cooper Creek Blvd. Suite 100 University Park, FL 34201	PSP Stores, LLC	Lease, dated 05/05/2006, as amended (East Amherst, NY)	East Amherst, NY (0174)	\$0.00
121800094	6 Wags, Inc.	6 Wags, Inc. 900 Nina Court Mendota Heights, MN 55118	WNW Franchising, LLC	Franchise Agreement, dated 01/28/2023, as renewed (Store #3014 - Lakeville)		\$0.00
121900103	601 Plaza, LLC	601 Plaza, LLC 1000 Grand Central Mall Vienna,, WV 26105	PSP Stores, LLC	Lease, dated 08/27/2009, as amended (Vienna, WV)	Vienna, WV (0153)	\$0.00
121900153	8246 Delaware, Inc.	8246 Delaware, Inc. 295 Main Street Suite 210 Buffalo, NY 14203	PSP Stores, LLC	Lease, dated 02/10/2016, as amended (Rochester, NY)	Rochester, NY (Monroe Ave) (4054)	\$0.00
121800106	8x8, Inc.	8x8, Inc. 675 Creekside Way Campbell, CA 95008	PSP Group, LLC	Corporate Renewal Agreement		\$0.00
121800107	8x8, Inc.	8x8, Inc. 675 Creekside Way Campbell, CA 95008	PSP Group, LLC	Service Agreement (Replacement)		\$0.00
121800108	8x8, Inc.	8x8, Inc. 675 Creekside Way Campbell, CA 95008	PSP Group, LLC	8x8 UCAAS/CCAAS SERVICE TERMS		\$0.00
121800109	8x8, Inc.	8x8, Inc. 675 Creekside Way Campbell, CA 95008	PSP Group, LLC	8X8, Inc. Business Terms and Conditions		\$0.00
121800105	8x8, inc.	8x8, inc. 1350 Broadway New York, NY 10018	Buddy's Newco, LLC	Second Amendment To Service Agreement		\$0.00
121900178	9-27 NATICK LLC	9-27 NATICK LLC c/o Crosspoint Associates, Inc. 300 Third Avenue Waltham, MA 02451	PSP Stores, LLC	Lease, dated 04/03/2018, as amended (Natick, MA)	Natick, MA (4186)	\$0.00
121900014	95 NYRPT, LLC	95 NYRPT, LLC c/o Benderson Development 7978 Cooper Creek Blvd Suite 100 University Park, FL 34201	Pet Supplies "Plus", LLC	Lease Agreement, dated 01/05/2010, as amended (Amherst, NY)	Amherst, NY (0197)	\$0.00
121900086	95 NYRPT, LLC	95 NYRPT, LLC c/o Benderson Development 7978 Cooper Creek Blvd Suite 100 University Park, FL 34201	PSP Stores, LLC	Lease Agreement, dated 02/17/1999, as amended (Buffalo, NY)	Buffalo, NY (0116)	\$0.00
121800119	A Pet's Life, LLC	A Pet's Life, LLC 16915 Turkey Point Street San Antonio, TX 78232-1830	PSP Franchising, LLC	Franchise Agreement, dated 01/12/2018, as renewed or amended (Store #4169 - San Antonio)		\$0.00
121800126	A&F Distributors 786, Inc.	A&F Distributors 786, Inc. 15 Stirrup Lane Salonga, NY 11768	PSP Franchising, LLC	Franchise Agreement, dated 08/22/2022, as renewed or amended (Store #4621 - Port Jefferson Station)		\$0.00
121800143	Aanjaney LLC	Aanjaney LLC 11132 Ashbury Meadows Drive Dayton, OH 45458	PSP Franchising, LLC	Franchise Agreement, dated 07/23/2024, as renewed or amended (Store #4650 - Dayton)		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121900021	Aberdeen Marketplace, LLC	Aberdeen Marketplace, LLC c/o Carl M. Freeman Companies 111 Rockville Pike Suite 1100 Rockville, MD 20850	Pet Supplies "Plus", LLC	Lease, dated 01/17/1997, as amended (Aberdeen, MD)	Aberdeen, MD (4398)	\$0.00
121900027	Aberfeldy Properties, Inc.	Aberfeldy Properties, Inc. c/o TIG Real Estate Services 901 South MoPac Suite 285 Austin, TX 78746	Pet Supplies "Plus", LLC	Lease, dated 02/01/2009, as amended (San Antonio, TX)	San Antonio, TX (7009)	\$0.00
121802289	Abhishek Singla (Entity Pending)	Abhishek Singla (Entity Pending) Address on File	PSP Franchising, LLC	Franchise Agreement, dated 10/30/2023, as renewed or amended (Store #N/A - Dulles)		\$0.00
121800153	Absorb Software Inc.	Absorb Software Inc. #2500 - 685 Centre St. S Calgary, AB T2G 1S5	PSP Group, LLC	Order Form for Absorb LMS Service		\$0.00
121800154	Absorb Software Inc.	Absorb Software Inc. #2500 - 685 Centre St. S Calgary, AB T2G 1S5	PSP Group, LLC	Service Terms and Conditions		\$0.00
121800165	Accruent, LLC	Accruent, LLC 11500 Alterra Pkwy Suite 110 Austin, TX 78758	PSP Group, LLC	SaaS Services Agreement		\$0.00
121800167	Accruent, LLC	Accruent, LLC 11500 Alterra Pkwy Suite 110 Austin, TX 78758	PSP Group, LLC	Accruent Order Document #90037823		\$0.00
121800187	Ace Host	Ace Host 412 E Madison St STE 1010 Tampa,, FL 33602	Buddy's Newco, LLC	MASTER SERVICE AGREEMENT		\$0.00
121800247	Advanced Business Solutions	Advanced Business Solutions 801 W Big Beaver Rd Ste 300 Troy, MI 48084	PSP Group, LLC	Purchase Order for Sound Masking Design and Installation Services		\$825.00
121800248	Advanced Business Solutions	Advanced Business Solutions 801 W Big Beaver Rd Ste 300 Troy, MI 48084	PSP Group, LLC	Purchase Order for New Office - SOW for Cabling		\$0.00
121800276	Adyen N.V.	Adyen N.V. Simon Carmiggeltstraat 6-50 1011 DJ Amsterdam,	PSP Group, LLC	Addendum to Adyen for Platforms Agreement		\$0.00
121800277	Adyen N.V.	Adyen N.V. Simon Carmiggeltstraat 6-50 1011 DJ Amsterdam,	PSP Group, LLC	Adyen for Platforms Agreement		\$0.00
121800308	Afzal Lokhandwala (Entity Pending)	Afzal Lokhandwala (Entity Pending) Address on File	PSP Franchising, LLC	Franchise Agreement, dated 12/09/2022, as renewed or amended (Store #N/A - Cedar Rapids)		\$0.00
121800309	Afzal Lokhandwala (Entity Pending)	Afzal Lokhandwala (Entity Pending) Address on File	WNW Franchising, LLC	Franchise Agreement, dated 12/09/2022 (Store #N/A - Chicago)		\$0.00
121800313	Agilence, Inc.	Agilence, Inc. 309 Fellowship Road - Suite 200 Mt. Laurel, NJ 08054	PSP Group, LLC	Master Agreement		\$0.00
121800355	AL/Fred Food Enterprises, LLC	AL/Fred Food Enterprises, LLC G-7750 South Saginaw St., Suite #5 Grand Blanc, MI 48439	PSP Franchising, LLC	Franchise Agreement, dated 10/29/2004, as renewed or amended (Store #155 - Iron Mountain)		\$0.00
121900068	Albert Hans, LLC	Albert Hans, LLC 7240 West Foster Avenue Chicago, IL 60656	PSP Stores, LLC	Lease, dated 09/16/2005, as amended (Chicago, IL)	Chicago, IL (0053)	\$1,231.31
121800365	AlejCo Holdings, Inc.	AlejCo Holdings, Inc. 2081 Paseo Ynez San Dimas, CA 91773	PSP Franchising, LLC	Franchise Agreement, dated 03/28/2016, as renewed or amended (Store #4073 - Upland)		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121800368	Alera Group Inc. & Subsidiaries	Alera Group Inc. & Subsidiaries 3 Parkway North Suite 500 Deerfield, IL 60015	Franchise Group, Inc.	Business Associate Agreement		\$0.00
121900087	Alpine Income Property OP, LP	Alpine Income Property OP, LP 1140 N. Williamson Blvd. Suite 140 Daytona Beach, FL 32114	PSP Stores, LLC	Lease, dated 02/15/2000, as amended (North Canton, OH)	North Canton, OH (0117)	\$0.00
122000011	American Plaza Group, LLC	American Plaza Group, LLC 106 Satsuma Drive ATTN CARMEN CUELLO Altamonte Springs, FL 32714	Buddy's Newco, LLC	Lease Agreement dated May 6, 1991, as amended (Store 24)	24	\$0.00
121800491	Amin Sarfani (Entity Pending)	Amin Sarfani (Entity Pending) Address on File	WNW Franchising, LLC	Franchise Agreement, dated 04/24/2024 (Store #N/A - Wheeling)		\$0.00
121800563	AOG Enterprises, LLC	AOG Enterprises, LLC 11173 Loveland Trace Court Loveland, OH 45140	PSP Franchising, LLC	Franchise Agreement, dated 01/11/2024, as renewed or amended (Store #4629 - Maineville)		\$0.00
121800573	APC Plus, LLC	APC Plus, LLC 2204 Camden Circle Southlake, TX 76092	PSP Franchising, LLC	Franchise Agreement, dated 01/07/2022, as renewed or amended (Store #4490 - Wichita Falls)		\$0.00
121800582	APL Ventures I, LLC	APL Ventures I, LLC 16915 Turkey Point Street San Antonio, TX 78232-1830	PSP Franchising, LLC	Franchise Agreement, dated 02/19/2021, as renewed or amended (Store #4231 - New Braunfels)		\$0.00
121900109	Arlington Ridge Market Place, LLC	Arlington Ridge Market Place, LLC c/o DeVille Developments 3951 Convenience Circle NW Suite 301 Canton, OH 44718	PSP Stores, LLC	Lease, dated 09/19/2007, as amended (Akron, OH)	Akron, OH (0182)	\$0.00
121900179	Arsenal Plaza Associates, LLC	Arsenal Plaza Associates, LLC c/o Nigro Companies 20 Corporate Woods Blvd Albany, NY 12211	PSP Stores, LLC	Lease Agreement, dated 08/02/2018, as amended (Watertown, NY)	Watertown, NY (4193)	\$699.62
121800666	Ascential Inc.	Ascential Inc. 1801 Porter Street Suite 300 Baltimore, MD 21230	PSP Group, LLC	WGSN Terms of Business		\$0.00
121800667	ASG Group, LLC	ASG Group, LLC 9818 Ricaby Drive Houston, TX 77064	PSP Franchising, LLC	Franchise Agreement, dated 06/14/2021, as renewed or amended (Store #4470 - Houston)		\$0.00
121800668	ASG Group, LLC	ASG Group, LLC 9818 Ricaby Drive Houston, TX 77064	PSP Franchising, LLC	Franchise Agreement, dated 01/05/2023, as renewed or amended (Store #4564 - Bridgeland)		\$0.00
121800696	AT&T Corp.	AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752	Pet Supplies "Plus", LLC	AT&T Managed Internet Service Pricing Schedule		\$0.00
121800697	AT&T Corp.	AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752	Pet Supplies "Plus", LLC	AT&T Dedicated Internet Pricing Schedule		\$0.00
121800698	AT&T Corp.	AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752	PSP Group, LLC	AT&T Dedicated Internet Service Pricing Schedule		\$0.00
122000041	A-Team Leasing, LLC	A-Team Leasing, LLC 2232 Kodiak Drive NE Atlanta, GA 30345	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/01/2016, as amended or extended (Store 523)	523	\$0.00
122000042	A-Team Leasing, LLC	A-Team Leasing, LLC 2232 Kodiak Drive NE Atlanta, GA 30345	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/01/2016, as amended or extended (Store 524)	524	\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
122000043	A-Team Leasing, LLC	A-Team Leasing, LLC 2232 Kodiak Drive NE Atlanta, GA 30345	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/01/2016, as amended or extended (Store 525)	525	\$0.00
122000044	A-Team Leasing, LLC	A-Team Leasing, LLC 2232 Kodiak Drive NE Atlanta, GA 30345	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/01/2016, as amended or extended (Store 527)	527	\$0.00
122000045	A-Team Leasing, LLC	A-Team Leasing, LLC 2232 Kodiak Drive NE Atlanta, GA 30345	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/01/2016, as amended or extended (Store 528)	528	\$0.00
122000046	A-Team Leasing, LLC	A-Team Leasing, LLC 2232 Kodiak Drive NE Atlanta, GA 30345	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/01/2016, as amended or extended (Store 529)	529	\$0.00
122000047	A-Team Leasing, LLC	A-Team Leasing, LLC 2232 Kodiak Drive NE Atlanta, GA 30345	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/01/2016, as amended or extended (Store 531)	531	\$0.00
122000048	A-Team Leasing, LLC	A-Team Leasing, LLC 2232 Kodiak Drive NE Atlanta, GA 30345	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/01/2016, as amended or extended (Store 533)	533	\$0.00
122000049	A-Team Leasing, LLC	A-Team Leasing, LLC 2232 Kodiak Drive NE Atlanta, GA 30345	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/01/2016, as amended or extended (Store 534)	534	\$0.00
122000050	A-Team Leasing, LLC	A-Team Leasing, LLC 2232 Kodiak Drive NE Atlanta, GA 30345	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/01/2016, as amended or extended (Store 535)	535	\$0.00
121900184	Atlantic Plaza Station LLC	Atlantic Plaza Station LLC c/o Phillips Edison & Company 11501 Northlake Drive Cincinnati, OH 45249	PSP Stores, LLC	Lease, dated 02/17/2021, as amended (North Reading, MA)	North Reading, MA (4230)	\$0.00
121800716	Attentive Mobile Inc.	Attentive Mobile Inc. 221 River Street Suite 9047 Hoboken, NJ 07030	PSP Group, LLC	Attentive Mobile Order Form and Master Subscription Agreement		\$74,175.56
121800718	AudioEye, Inc.	AudioEye, Inc. 5210 E. Williams Circle Suite 750 Tucson, AZ 85711	Pet Supplies "Plus", LLC	Enterprise Order PET-00607		\$18,545.47
121800719	AudioEye, Inc.	AudioEye, Inc. 5210 E. Williams Circle Suite 750 Tucson, AZ 85711	Pet Supplies "Plus", LLC	Master Services Agreement		\$0.00
121800730	Austin Pets, LLC	Austin Pets, LLC 2295 Spring Rose Road Verona, WI 53593	PSP Franchising, LLC	Franchise Agreement, dated 11/08/2018, as renewed or amended (Store #4108 - Austin)		\$0.00
121800734	Avalara, Inc.	Avalara, Inc. Dept CH 16781 Palatine, IL 60055	PSP Group, LLC	Addendum to Terms and Conditions		\$0.00
121800735	Avalara, Inc.	Avalara, Inc. Dept CH 16781 Palatine, IL 60055	PSP Group, LLC	Avalara Professional Services Statement of Work		\$0.00
121800736	Avalara, Inc.	Avalara, Inc. Dept CH 16781 Palatine, IL 60055	PSP Group, LLC	Sales Order for Avalara Services		\$0.00
121800741	Avalara, Inc.	Avalara, Inc. Dept CH 16781 Palatine, IL 60055	PSP Group, LLC	Avalara Order for D365 Upgrade at Renewal		\$0.00
121800743	Avalon Risk Management	Avalon Risk Management 200 N. Martingale Rd Suite 700 Schaumburg, IL 60173	PSP Distribution, LLC	Customs Bond Application & Indemnity		\$0.00

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121900088	Aveni-Chardon, Ltd.	Aveni-Chardon, Ltd. 6690 Beta Drive, Suite 220 Mayfield Village, 44143 44143	PSP Stores, LLC	Lease, dated 10/06/2000, as amended (Chardon, OH)	Chardon, OH (0119)	\$2,389.46
121800744	Avenue 34, LLC	Avenue 34, LLC 22651 E Twin Acres Drive Queen Creek, AZ 85142	PSP Franchising, LLC	Franchise Agreement, dated 09/10/2023, as renewed or amended (Store #4568 - Queen Creek)		\$0.00
121800745	AVMH Ventures of Albany, LLC	AVMH Ventures of Albany, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 03/19/2021, as renewed or amended (Store #4283 - Albany)		\$0.00
121800747	AVMH Ventures of Baytowne, LLC	AVMH Ventures of Baytowne, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 06/05/2023, as renewed or amended (Store #4264 - Webster)		\$0.00
121800748	AVMH Ventures of Bluefield, LLC	AVMH Ventures of Bluefield, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 10/17/2023, as renewed or amended (Store #4617 - Bluefield)		\$0.00
121800749	AVMH Ventures of Brighton, LLC	AVMH Ventures of Brighton, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 06/05/2023, as renewed or amended (Store #4276 - Rochester)		\$0.00
121800750	AVMH Ventures of Bristol, LLC	AVMH Ventures of Bristol, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 06/06/2023, as renewed or amended (Store #4113 - Bristol)		\$0.00
121800751	AVMH Ventures of Camarillo, LLC	AVMH Ventures of Camarillo, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 10/01/2022, as renewed or amended (Store #4313 - Camarillo)		\$0.00
121800752	AVMH Ventures of Casselberry, LLC	AVMH Ventures of Casselberry, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 06/26/2023, as renewed or amended (Store #4605 - Casselberry)		\$0.00
121800753	AVMH Ventures of Charlottesville, LLC	AVMH Ventures of Charlottesville, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 11/01/2022, as renewed or amended (Store #8013 - Charlottesville)		\$0.00
121800754	AVMH Ventures of Chattanooga, LLC	AVMH Ventures of Chattanooga, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 02/04/2022, as renewed or amended (Store #4492 - Chattanooga)		\$0.00
121800755	AVMH Ventures of Clearwater, LLC	AVMH Ventures of Clearwater, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 05/26/2023, as renewed or amended (Store #8046 - Clearwater)		\$0.00
121800756	AVMH Ventures of Concord Mills, LLC	AVMH Ventures of Concord Mills, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 05/26/2023, as renewed or amended (Store #4128 - Concord)		\$0.00
121800757	AVMH Ventures of Concord, LLC	AVMH Ventures of Concord, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 05/26/2023, as renewed or amended (Store #8057 - Concord)		\$0.00
121800758	AVMH Ventures of Covington, LLC	AVMH Ventures of Covington, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 12/02/2023, as renewed or amended (Store #4624 - Covington)		\$0.00
121800759	AVMH Ventures of Durham, LLC	AVMH Ventures of Durham, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 05/26/2023, as renewed or amended (Store #4145 - Durham)		\$0.00
121800760	AVMH Ventures of Gainesville, LLC	AVMH Ventures of Gainesville, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 12/19/2022, as renewed or amended (Store #4371 - Alpharetta)		\$0.00
121800761	AVMH Ventures of Gainesville, LLC	AVMH Ventures of Gainesville, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 10/01/2022, as renewed or amended (Store #4416 - Gainesville)		\$0.00
121800762	AVMH Ventures of Greece, LLC	AVMH Ventures of Greece, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 06/05/2023, as renewed or amended (Store #4275 - Greece)		\$0.00

Assumed Contracts / Lease List

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121800763	AVMH Ventures of Greer, LLC	AVMH Ventures of Greer, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 03/09/2022, as renewed or amended (Store #4502 - Greer)		\$0.00
121800764	AVMH Ventures of Groton, LLC	AVMH Ventures of Groton, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 06/06/2023, as renewed or amended (Store #4114 - Groton)		\$0.00
121800765	AVMH Ventures of Hickory, LLC	AVMH Ventures of Hickory, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 05/26/2023, as renewed or amended (Store #4058 - Hickory)		\$0.00
121800766	AVMH Ventures of Lilburn, LLC	AVMH Ventures of Lilburn, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 08/16/2022, as renewed or amended (Store #4538 - Lilburn)		\$0.00
121800767	AVMH Ventures of Manchester, LLC	AVMH Ventures of Manchester, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 06/06/2023, as renewed or amended (Store #4111 - Manchester)		\$0.00
121800768	AVMH Ventures of Manhattan, LLC	AVMH Ventures of Manhattan, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 09/06/2023, as renewed or amended (Store #4611 - Manhattan)		\$0.00
121800769	AVMH Ventures of North Durham, LLC	AVMH Ventures of North Durham, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 06/01/2023, as renewed or amended (Store #4604 - North Durham)		\$0.00
121800770	AVMH Ventures of Olathe, LLC	AVMH Ventures of Olathe, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 06/26/2023, as renewed or amended (Store #4606 - Olathe)		\$0.00
121800771	AVMH Ventures of Pinellas Park, LLC	AVMH Ventures of Pinellas Park, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 05/26/2023, as renewed or amended (Store #8039 - Pinellas Park)		\$0.00
121800772	AVMH Ventures of Richmond IN, LLC	AVMH Ventures of Richmond IN, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 10/04/2023, as renewed or amended (Store #4615 - Richmond)		\$0.00
121800773	AVMH Ventures of Sacramento, LLC	AVMH Ventures of Sacramento, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 10/24/2022, as renewed or amended (Store #4536 - Sacramento)		\$0.00
121800774	AVMH Ventures of Sarasota, LLC	AVMH Ventures of Sarasota, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 05/26/2023, as renewed or amended (Store #4177 - Sarasota)		\$0.00
121800775	AVMH Ventures of Virginia Beach, LLC	AVMH Ventures of Virginia Beach, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 11/01/2022, as renewed or amended (Store #8016 - Virginia Beach)		\$0.00
121800776	AVMH Ventures of Webster, LLC	AVMH Ventures of Webster, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 06/05/2023, as renewed or amended (Store #4278 - Webster)		\$0.00
121800777	AVMH Ventures of West Hartford, LLC	AVMH Ventures of West Hartford, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 06/06/2023, as renewed or amended (Store #9020 - West Hartford)		\$0.00
121800778	AVMH Ventures of West Union, LLC	AVMH Ventures of West Union, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 07/19/2021, as renewed or amended (Store #4442 - Seneca)		\$0.00
121800779	AVMH Ventures of Wethersfield, LLC	AVMH Ventures of Wethersfield, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 06/06/2023, as renewed or amended (Store #4117 - Wethersfield)		\$0.00
121800780	AVMH Ventures of Wilmington, LLC	AVMH Ventures of Wilmington, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 04/04/2023, as renewed or amended (Store #4593 - Wilmington)		\$0.00
121800781	AVMH Ventures of Woodland, LLC	AVMH Ventures of Woodland, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 10/24/2022, as renewed or amended (Store #4537 - Woodland)		\$0.00

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121800782	AVMH Ventures, LLC	AVMH Ventures, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 04/19/2022, as renewed or amended (Store #4519 - Auburn)		\$0.00
121800783	AVMH Ventures, LLC	AVMH Ventures, LLC 2545 Lafayette Plaza Drive, Suite B Albany, GA 31707	PSP Franchising, LLC	Franchise Agreement, dated 05/30/2023, as renewed or amended (Store #4603 - Virginia Beach)		\$0.00
121800785	AW22 Franchise LLC	AW22 Franchise LLC 8354 Cupertino Heights Way Las Vegas, NV 89178	PSP Franchising, LLC	Franchise Agreement, dated 12/18/2019, as renewed or amended (Store #4297 - Las Vegas)		\$0.00
121800791	AWPets2 Franchise LLC	AWPets2 Franchise LLC 8354 Cupertino Heights Way Las Vegas, NV 89178	PSP Franchising, LLC	Franchise Agreement, dated 03/01/2023, as renewed or amended (Store #4587 - Las Vegas)		\$0.00
121800801	B & B Pet Products, LLC	B & B Pet Products, LLC 1611 E. Dove Rd. Southlake, TX 76092	PSP Franchising, LLC	Franchise Agreement, dated 06/02/2016, as renewed or amended (Store #4075 - Lenexa)		\$0.00
121800802	B Pawstive LLC	B Pawstive LLC 1282 Winfield Court Greenfield, IN 46143	PSP Franchising, LLC	Franchise Agreement, dated 06/05/2024, as renewed or amended (Store #4649 - Indianapolis)		\$0.00
121800826	Banana Machine, LLC	Banana Machine, LLC 1809 Avenida Alturas Northeast Albuquerque, NM 87110	PSP Franchising, LLC	Franchise Agreement, dated 02/20/2024, as renewed or amended (Store #4633 - Brookhaven)		\$0.00
121800849	BASK Pet Supply, LLC	BASK Pet Supply, LLC 6609 Yawkey Way Northeast Albuquerque, NM 87113	PSP Franchising, LLC	Franchise Agreement, dated 01/18/2022, as renewed or amended (Store #4600 - Albuquerque)		\$0.00
121800851	Battle Creek Pets, LLC	Battle Creek Pets, LLC 5062 Colony Woods Dr. Kalamazoo, MI 49009	PSP Franchising, LLC	Franchise Agreement, dated 09/25/2012, as renewed or amended (Store #212 - Battle Creek)		\$0.00
121800853	Bazaarvoice, Inc.	Bazaarvoice, Inc. 10901 Stonelake Blvd. Austin, TX 78759	PSP Group, LLC	bazaarvoice® Renewal and Additional Products Service Order # 00198864		\$0.00
121800854	Bazaarvoice, Inc.	Bazaarvoice, Inc. 10901 Stonelake Blvd. Austin, TX 78759	PSP Group, LLC	Bazaarvoice Service Order		\$0.00
121800855	Bazaarvoice, Inc.	Bazaarvoice, Inc. 10901 Stonelake Blvd. Austin, TX 78759	PSP Group, LLC	bazaarvoice® Amendment Service Order # 00114546		\$0.00
122000051	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/15/2021, as amended or extended (Store 590)	590	\$0.00
122000052	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 02/15/2022, as amended or extended (Store 591)	591	\$0.00
122000053	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 04/15/2022, as amended or extended (Store 594)	594	\$0.00
122000054	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 07/15/2022, as amended or extended (Store 595)	595	\$0.00
122000055	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 12/17/2022, as amended or extended (Store 596)	596	\$0.00
122000056	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/01/2022, as amended or extended (Store 597)	597	\$0.00
122000057	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 02)	02	\$0.00

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122000058	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 1001)	1001	\$0.00
122000059	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 1002)	1002	\$0.00
122000060	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 1003)	1003	\$0.00
122000061	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 1004)	1004	\$0.00
122000062	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 1005)	1005	\$0.00
122000063	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 1008)	1008	\$0.00
122000064	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 1009)	1009	\$0.00
122000065	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 1010)	1010	\$0.00
122000066	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/25/2021, as amended or extended (Store 1031)	1031	\$0.00
122000067	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/25/2021, as amended or extended (Store 1032)	1032	\$0.00
122000068	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/25/2021, as amended or extended (Store 1038)	1038	\$0.00
122000069	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/25/2021, as amended or extended (Store 1039)	1039	\$0.00
122000070	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/25/2021, as amended or extended (Store 1040)	1040	\$0.00
122000071	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/25/2021, as amended or extended (Store 1049)	1049	\$0.00
122000072	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/25/2021, as amended or extended (Store 1056)	1056	\$0.00
122000073	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 17)	17	\$0.00
122000074	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 37)	37	\$0.00
122000075	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 45)	45	\$0.00
122000076	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/18/2022, as amended or extended (Store 475)	475	\$0.00

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122000077	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 505)	505	\$0.00
122000078	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 507)	507	\$0.00
122000079	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 508)	508	\$0.00
122000080	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 509)	509	\$0.00
122000081	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 510)	510	\$0.00
122000082	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 511)	511	\$0.00
122000083	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 518)	518	\$0.00
122000084	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 519)	519	\$0.00
122000085	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 522)	522	\$0.00
122000086	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 537)	537	\$0.00
122000087	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 538)	538	\$0.00
122000088	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 542)	542	\$0.00
122000089	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 543)	543	\$0.00
122000090	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 544)	544	\$0.00
122000091	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 545)	545	\$0.00
122000092	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 546)	546	\$0.00
122000093	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 55)	55	\$0.00
122000094	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 552)	552	\$0.00
122000095	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 556)	556	\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
122000096	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 02/02/2022, as amended or extended (Store 557)	557	\$0.00
122000097	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 02/02/2022, as amended or extended (Store 558)	558	\$0.00
122000098	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 559)	559	\$0.00
122000099	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 560)	560	\$0.00
122000100	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 561)	561	\$0.00
122000101	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 562)	562	\$0.00
122000102	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 563)	563	\$0.00
122000103	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 565)	565	\$0.00
122000104	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 566)	566	\$0.00
122000105	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 57)	57	\$0.00
122000106	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 574)	574	\$0.00
122000107	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 577)	577	\$0.00
122000108	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 59)	59	\$0.00
122000109	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 61)	61	\$0.00
122000110	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 65)	65	\$0.00
122000111	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 66)	66	\$0.00
122000112	bb BHF Stores LLC	bb BHF Stores LLC 552 Wisonsin Street San Francisco, CA 94107	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/10/2020, as amended or extended (Store 76)	76	\$0.00
121900242	BCDPF Radar Distribution Center LLC	BCDPF Radar Distribution Center LLC c/o Ares 1200 17th Street Suite 2900 Denver, CO 80202	PSP Stores, LLC	Lease, dated July 31, 2020, as amended (PA Distribution Center)	PA Distribution Center	\$0.00

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121800862	BE Pets, LLC	BE Pets, LLC 120 Palencia Village Drive, PMB 105 Box 177 St. Augustine, FL 32095	PSP Franchising, LLC	Franchise Agreement, dated 05/01/2024, as renewed or amended (Store #4304 - Yulee)		\$0.00
121800868	Beatrice Home Fashions, Inc.	Beatrice Home Fashions, Inc. 151 Helen Street South Plainfield, NJ 07080	PSP Group, LLC	Private Brand Products Agreement		\$0.00
121900053	Bell Tower Associates	Bell Tower Associates 3555 Washington Road McMurray, PA 15317	PSP Stores, LLC	Lease, dated 07/02/2015, as amended (McMurray, PA)	McMurray, PA (4379)	\$878.00
121800894	Bellrock Holdings Inc	Bellrock Holdings Inc 1908 Oakhurst Dr. Allison Park, PA 15101	PSP Franchising, LLC	Franchise Agreement, dated 11/21/2016, as renewed or amended (Store #4123 - Beaver Falls)		\$0.00
121800895	Bellrock Holdings Inc	Bellrock Holdings Inc 1908 Oakhurst Dr. Allison Park, PA 15101	PSP Franchising, LLC	Franchise Agreement, dated 12/09/2020, as renewed or amended (Store #4370 - Allison Park)		\$0.00
121800897	Benefit Marketing Solutions, L.L.C.	Benefit Marketing Solutions, L.L.C. PO Box 803507 Dallas, TX 75380	Buddy's Newco, LLC	Benefit Program Agreement		\$0.00
121800901	BEO Enterprises, Inc.	BEO Enterprises, Inc. 401 S 198th Street Omaha, NE 68022	WNW Franchising, LLC	Franchise Agreement, dated 06/01/2023 (Store #3035 - Elkhorn)		\$0.00
121900170	Berkshire Crossing Retail LLC	Berkshire Crossing Retail LLC c/o Brixmor Property Group 450 Lexington Ave 13th Floor New York, NY 10017	PSP Stores, LLC	Lease, dated 03/29/2019, as amended (Pittsfield, MA)	Pittsfield, MA (4152)	\$0.00
121800907	Best Friends Animal Society	Best Friends Animal Society 5001 Angel Canyon Road Kanab, UT 84741	PSP Group, LLC	Corporate Sponsorship and Licensing Agreement		\$0.00
121800935	Big Puppy Holdings, Inc.	Big Puppy Holdings, Inc. 18378 Poplar Stand Place Purcellville, VA 20132	PSP Franchising, LLC	Franchise Agreement, dated 12/21/2020, as renewed or amended (Store #4404 - Purcellville)		\$0.00
121800936	Big Sky 77, LLC	Big Sky 77, LLC 196 High Road Kalispell, MT 59901	PSP Franchising, LLC	Franchise Agreement, dated 11/06/2020, as renewed or amended (Store #4357 - Birmingham)		\$0.00
121800986	Bitmantitle Incorporated	Bitmantitle Incorporated 791 Remington Lane North Aurora, IL 60542	PSP Franchising, LLC	Franchise Agreement, dated 05/30/2023, as renewed or amended (Store #4602 - Venice)		\$0.00
121800987	BJ, Inc.	BJ, Inc. 14240 Imboden Rd. Hudson, CO 80642	PSP Franchising, LLC	Franchise Agreement, dated 12/03/2018, as renewed or amended (Store #4209 - Littleton)		\$0.00
121900172	Black Creek Diversified Property Operating Partnership LP	Black Creek Diversified Property Operating Partnership LP 518-17th Street 17th Floor Denver, Co 80202	PSP Stores, LLC	Lease, dated 09/26/2017, as amended (Narragansett, RI)	Narragansett, RI (4159)	\$0.00
121800991	BlackLine Systems, Inc.	BlackLine Systems, Inc. 21300 Victory Blvd. 12th Floor Woodland Hills, CA 91367	PSP Group, LLC	BlackLine Order Form		\$165.00
121801001	Blain, Inc.	Blain, Inc. 14240 Imboden Rd. Hudson, CO 80642	PSP Franchising, LLC	Franchise Agreement, dated 07/30/2021, as renewed or amended (Store #4462 - Aurora)		\$0.00
121900123	Blue Ash OH Center LLC	Blue Ash OH Center LLC c/o Gershenson Realty & Investment 31500 Northwestern Hwy. Suite 100 Farmington Hills, MI 48334	PSP Stores, LLC	Lease, dated 07/23/2013, as amended (Blue Ash, OH)	Blue Ash, OH (0218)	\$0.00

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121801009	Blue Chip Talent	Blue Chip Talent 43252 Woodward Suite 240 Bloomfield Hills, MI 48302	Pet Supplies "Plus", LLC	Direct Placement Search Agreement		\$0.00
121900037	Blue Mountain IPG Associates, LP	Blue Mountain IPG Associates, LP c/o Stonehenge Advisors 4328-42 Ridge Ave Unit 104 Philadelphia, PA 19129	Pet Supplies "Plus", LLC	Lease Agreement, dated 01/29/2010, as amended (Hamburg, PA)	Hamburg, PA (9048)	\$0.00
121801013	Blue Sky Pet Supplies LLC	Blue Sky Pet Supplies LLC 606 Liberty Avenue, 3rd Floor Suite #107 Pittsburgh, PA 15222	PSP Franchising, LLC	Franchise Agreement, dated 07/17/2019, as renewed or amended (Store #4263 - State College)		\$0.00
121801015	Blue Yonder, Inc.	Blue Yonder, Inc. 15059 N. Scottsdale Rd. Suite 400 Scottsdale, AZ 85254	PSP Group, LLC	SaaS and Professional Services Agreement		\$0.00
122000150	BMH PRIME 95, LLC	BMH PRIME 95, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/23/2022, between Buddy's Franchising and Licensing LLC and BMH PRIME 95, LLC	646	\$0.00
122000148	BMH PRIME 96, LLC	BMH PRIME 96, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/23/2022, between Buddy's Franchising and Licensing LLC and BMH PRIME 96, LLC	644	\$0.00
122000114	BMH-FAN 45, LLC	BMH-FAN 45, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 01/30/2020, between Buddy's Franchising and Licensing LLC and BMH-FAN 45, LLC	604	\$0.00
122000115	BMH-FAN 46, LLC	BMH-FAN 46, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 01/30/2020, between Buddy's Franchising and Licensing LLC and BMH-FAN 46, LLC	605	\$0.00
122000124	BMH-FAN 47, LLC	BMH-FAN 47, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 01/30/2020, between Buddy's Franchising and Licensing LLC and BMH-FAN 47, LLC	614	\$0.00
122000116	BMH-FAN 48, LLC	BMH-FAN 48, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 01/30/2020, between Buddy's Franchising and Licensing LLC and BMH-FAN 48, LLC	606	\$0.00
122000117	BMH-FAN 49, LLC	BMH-FAN 49, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 01/30/2020, between Buddy's Franchising and Licensing LLC and BMH-FAN 49, LLC	607	\$0.00
122000118	BMH-FAN 50, LLC	BMH-FAN 50, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 01/30/2020, between Buddy's Franchising and Licensing LLC and BMH-FAN 50, LLC	608	\$0.00
122000120	BMH-FAN 52, LLC	BMH-FAN 52, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 01/30/2020, between Buddy's Franchising and Licensing LLC and BMH-FAN 52, LLC	610	\$0.00
122000123	BMH-FAN 53, LLC	BMH-FAN 53, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 01/30/2020, between Buddy's Franchising and Licensing LLC and BMH-FAN 53, LLC	613	\$0.00
122000121	BMH-FAN 54, LLC	BMH-FAN 54, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 01/30/2020, between Buddy's Franchising and Licensing LLC and BMH-FAN 54, LLC	611	\$0.00
122000133	BMH-NEW 55, LLC	BMH-NEW 55, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/14/2021, between Buddy's Franchising and Licensing LLC and BMH-NEW 55, LLC	626	\$0.00
122000132	BMH-NEW 56, LLC	BMH-NEW 56, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/01/2021, between Buddy's Franchising and Licensing LLC and BMH-NEW 56, LLC	625	\$0.00
122000135	BMH-NEW 57, LLC	BMH-NEW 57, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 10/31/2020, between Buddy's Franchising and Licensing LLC and BMH-NEW 57, LLC	630	\$0.00

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122000128	BMH-NEW 59, LLC	BMH-NEW 59, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 03/05/2021, between Buddy's Franchising and Licensing LLC and BMH-NEW 59, LLC	618	\$0.00
122000129	BMH-NEW 60, LLC	BMH-NEW 60, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 03/05/2021, between Buddy's Franchising and Licensing LLC and BMH-NEW 60, LLC	619	\$0.00
122000134	BMH-NEW 63, LLC	BMH-NEW 63, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 07/01/2021, between Buddy's Franchising and Licensing LLC and BMH-NEW 63, LLC	627	\$0.00
122000144	BMH-NEW 65, LLC	BMH-NEW 65, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 10/15/2021, between Buddy's Franchising and Licensing LLC and BMH-NEW 65, LLC	639	\$0.00
122000126	BMH-NEW 70, LLC	BMH-NEW 70, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 02/01/2021, between Buddy's Franchising and Licensing LLC and BMH-NEW 70, LLC	616	\$0.00
122000131	BMH-NEW 71, LLC	BMH-NEW 71, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/01/2021, between Buddy's Franchising and Licensing LLC and BMH-NEW 71, LLC	624	\$0.00
122000165	BMH-RCL 35, LLC	BMH-RCL 35, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 12/23/2019, between Buddy's Franchising and Licensing LLC and BMH-RCL 35, LLC	312	\$0.00
122000160	BMH-RCL 37, LLC	BMH-RCL 37, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 12/23/2019, between Buddy's Franchising and Licensing LLC and BMH-RCL 37, LLC	307	\$0.00
122000161	BMH-RCL 38, LLC	BMH-RCL 38, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 12/23/2019, between Buddy's Franchising and Licensing LLC and BMH-RCL 38, LLC	308	\$0.00
122000166	BMH-RCL 39, LLC	BMH-RCL 39, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 12/23/2019, between Buddy's Franchising and Licensing LLC and BMH-RCL 39, LLC	313	\$0.00
122000162	BMH-RCL 40, LLC	BMH-RCL 40, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 12/23/2019, between Buddy's Franchising and Licensing LLC and BMH-RCL 40, LLC	309	\$0.00
122000158	BMH-RCL 42, LLC	BMH-RCL 42, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 12/23/2019, between Buddy's Franchising and Licensing LLC and BMH-RCL 42, LLC	304	\$0.00
122000136	BMH-SM 79, LLC	BMH-SM 79, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/21/2021, between Buddy's Franchising and Licensing LLC and BMH-SM 79, LLC	631	\$0.00
122000137	BMH-SM 80, LLC	BMH-SM 80, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/21/2021, between Buddy's Franchising and Licensing LLC and BMH-SM 80, LLC	632	\$0.00
122000138	BMH-SM 81, LLC	BMH-SM 81, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/21/2021, between Buddy's Franchising and Licensing LLC and BMH-SM 81, LLC	633	\$0.00
122000139	BMH-SM 82, LLC	BMH-SM 82, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/21/2021, between Buddy's Franchising and Licensing LLC and BMH-SM 82, LLC	634	\$0.00
122000140	BMH-SM 83, LLC	BMH-SM 83, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/21/2021, between Buddy's Franchising and Licensing LLC and BMH-SM 83, LLC	635	\$0.00
122000141	BMH-SM 85, LLC	BMH-SM 85, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/21/2021, between Buddy's Franchising and Licensing LLC and BMH-SM 85, LLC	636	\$0.00
122000142	BMH-SM 86, LLC	BMH-SM 86, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/21/2021, between Buddy's Franchising and Licensing LLC and BMH-SM 86, LLC	637	\$0.00

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122000143	BMH-SM 87, LLC	BMH-SM 87, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/21/2021, between Buddy's Franchising and Licensing LLC and BMH-SM 87, LLC	638	\$0.00
122000154	BMH-TB 74, LLC	BMH-TB 74, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 12/10/2020, between Buddy's Franchising and Licensing LLC and BMH-TB 74, LLC	06	\$0.00
122000157	BMH-TB 77, LLC	BMH-TB 77, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 12/10/2020, between Buddy's Franchising and Licensing LLC and BMH-TB 77, LLC	13	\$0.00
122000173	BMH-TB 78, LLC	BMH-TB 78, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 12/10/2020, between Buddy's Franchising and Licensing LLC and BMH-TB 78, LLC	39	\$0.00
122000169	BMH-TNM 28, LLC	BMH-TNM 28, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 02/20/2017, between Buddy's Franchising and Licensing LLC and BMH-TNM 28, LLC	375	\$0.00
122000192	BMH-TNM 29, LLC	BMH-TNM 29, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 05/13/2016, between Buddy's Franchising and Licensing LLC and BMH-TNM 29, LLC	568	\$0.00
122000170	BMH-TNM 30, LLC	BMH-TNM 30, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 02/20/2017, between Buddy's Franchising and Licensing LLC and BMH-TNM 30, LLC	376	\$0.00
122000172	BMH-TNM 32, LLC	BMH-TNM 32, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 02/20/2017, between Buddy's Franchising and Licensing LLC and BMH-TNM 32, LLC	378	\$0.00
122000194	BMH-TNM 33, LLC	BMH-TNM 33, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/01/2017, between Buddy's Franchising and Licensing LLC and BMH-TNM 33, LLC	592	\$0.00
121801032	BNG Phoebe, LLC	BNG Phoebe, LLC 109 Persnickety Place Kiel, WI 53042	PSP Group, LLC	Private Brand Pet Foods Agreement		\$0.00
121900067	Boardman Plaza Associates LLC	Boardman Plaza Associates LLC 20950 Libby Road Maple Heights, GA 30363	PSP Stores, LLC	Lease, dated 04/12/1993, as amended (Youngstown, OH)	Youngstown, OH (0051)	\$0.00
121801037	BoBo's Pantry, LLC	BoBo's Pantry, LLC 14090 FM 2920, Ste. G551 Tomball, TX 77377	PSP Franchising, LLC	Franchise Agreement, dated 05/18/2022, as renewed or amended (Store #4540 - Conroe)		\$0.00
121900030	Bobson Portfolio Holdings LLC	Bobson Portfolio Holdings LLC c/o Davis Management Company, LLC 125 High Street Suite 2111 Boston, MA 02110-2704	Pet Supplies "Plus", LLC	Lease Agreement, dated 06/29/1995, as amended (Quincy, MA)	Quincy, MA (9013)	\$0.00
121801047	BoeFly, LLC	BoeFly, LLC 50 West 72nd Street New York, NY 10023	PSP Midco, LLC	BoeFly Franchise Sales & Financing System Agreement		\$0.00
121801061	Boomi, Inc.	Boomi, Inc. 1400 Liberty Ridge Drive Chesterbrook, PA 19087	Pet Supplies "Plus", LLC	Boomi Services Order Form		\$0.00
121801068	Boudreaux Operating Acquisitions LLC	Boudreaux Operating Acquisitions LLC 100 Four Paws Lane Maumelle, AR 72113	PSP Group, LLC	PSP Private Brand Agreement Consumables		\$0.00
121900070	Boulevard Centre LLC	Boulevard Centre LLC Attn: Legal Dept 5577 Youngstown-Warren Road Niles, OH 44446	PSP Stores, LLC	Lease, dated 08/21/1996, as amended (Niles, OH)	Niles, OH (0056)	\$0.00
121900243	Bradley Boulevard Shopping Center	Bradley Boulevard Shopping Center 12510 Property Drive Suite 150 Silver Spring, MA 20904-1639	PSP Stores, LLC	Lease, dated 10/05/2018, as amended (Bethesda, MD)	Bethesda, MD	\$1,866.67

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121900226	BRE DDR IVA Southmont PA LLC	BRE DDR IVA Southmont PA LLC c/o DDR Corp. 3300 Enterprise Parkway Beachwood, OH 44122	PSP Stores, LLC	Lease, dated 05/09/2003, as amended (Easton, PA)	Easton, PA (9041)	\$548.68
121900245	BRE Retail Residual Owner 1 LLC	BRE Retail Residual Owner 1 LLC c/o Brixmor Property Group 450 Lexington Ave 13th Floor New York, NY 10017	WNW Stores, LLC	Lease, dated 02/28/2022, as amended (Ann Arbor, MI)	Ann Arbor, MI (3022)	\$0.00
121900131	BRE Retail Residual Owner 1 LLC	BRE Retail Residual Owner 1 LLC c/o Brixmor Property Group 450 Lexington Ave 13th Floor New York, NY 10017	PSP Stores, LLC	Lease Agreement, dated 03/31/2014, as amended (Cincinnati, OH)	Cincinnati, OH (Symmes Twp) (0234)	\$0.00
121801103	BreakthroughFuel LLC	BreakthroughFuel LLC 1175 Lombardi Avenue Green Bay, WI 54304	PSP Distribution, LLC	Master Services Agreement		\$9,000.00
121801102	BreakthroughFuel LLC	BreakthroughFuel LLC 1175 Lombardi Avenue Green Bay, WI 54304	PSP Distribution, LLC	Statement of Work #1 to Master Services Agreement (Fuel Recovery Services)		\$0.00
121900031	Brian J. McLaughlin	Brian J. McLaughlin c/o D'Angelo, Inc. 323 Manley Street West Bridgewater, MA 02379	Pet Supplies "Plus", LLC	Lease, dated 06/06/2002, as amended (Raynham, MA)	Raynham, MA (9014)	\$0.00
121900201	Brixmor / IA Bennets Mills Plaza, LLC	Brixmor / IA Bennets Mills Plaza, LLC c/o Brixmor Property Group 450 Lexington Ave, 13th Floor New York, NY 10017	PSP Stores, LLC	Lease Agreement, dated 11/01/2021, as amended (Jackson Township, NJ)	Jackson, NJ (4439)	\$0.00
121900069	Brixmor GA Arlington Heights LLC	Brixmor GA Arlington Heights LLC c/o Brixmor Property Group 450 Lexington Ave. 13th Floor New York, NY 10017	PSP Stores, LLC	Lease Agreement, dated 01/25/2017, as amended (Arlington Heights, IL)	Arlington Heights, IL (Ridge Plaza) (0054)	\$0.00
121900158	Brixmor GA Lunenburg Crossing LLC	Brixmor GA Lunenburg Crossing LLC c/o Brixmor Property Group 450 Lexington Ave 13th Floor New York, NY 10017	PSP Stores, LLC	Lease Agreement, dated 06/30/2016, as amended (Lunenburg, MA)	Lunenburg, MA (4078)	\$0.00
121900218	Brixmor GA Wilkes-Barre LP	Brixmor GA Wilkes-Barre LP c/o Brixmor Property Group 450 Lexington Ave 13th Floor New York, NY 10017	PSP Stores, LLC	Lease Agreement, dated 06/03/2020, as amended (Wilkes-Barre Township, PA)	Wilkes Barre, PA (9012)	\$0.00
121900186	Brixmor SPE 5 LLC	Brixmor SPE 5 LLC c/o Brixmor Property Group 450 Lexington Ave 13th Floor New York, NY 10017	PSP Stores, LLC	Lease, dated 08/08/2019, as amended (Roseville, MN)	Roseville, MN (4265)	\$0.00
121900185	Brixmor Sunshine Square LLC	Brixmor Sunshine Square LLC c/o Brixmor Property Group 200 Ridge Pike Suite 100 Conshohocken, PA 19428	PSP Stores, LLC	Lease, dated 03/28/2019, as amended (Medford, NY)	Medford, NY (4249)	\$0.00
121900115	Brookdale Shopping Center, L.L.C.	Brookdale Shopping Center, L.L.C. 31713 Northwestern Hwy Suite 250W Farmington Hills, MI 48334	PSP Stores, LLC	Lease Agreement, dated 07/25/2012, as amended (South Lyon, MI)	South Lyon, MI (0207)	\$0.00
122000010	Brooksville Square Plaza, LLC	Brooksville Square Plaza, LLC RE: BROOKSVILLE SQUARE PLAZA LLC PO BOX 47952 TAMPA, FL 33646	Buddy's Newco, LLC	Lease Agreement dated October 3, 2019, as amended (Store 23)	23	\$384.41

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121801132	Brother International Corporation	Brother International Corporation 200 Crossing Blvd Bridgewater, NJ 08807	PSP Group, LLC	Priority Plus Support, Warranty and Portal Exchange Service Agreement		\$0.00
121801134	Brother International Corporation	Brother International Corporation 200 Crossing Blvd Bridgewater, NJ 08807	Pet Supplies "Plus", LLC	Priority Exchange Service Agreement		\$0.00
121801138	Broven, Inc.	Broven, Inc. 49 Friend St. East Weymouth, MA 02189	PSP Franchising, LLC	Franchise Agreement, dated 08/23/2018, as renewed or amended (Store #4207 - Plymouth)		\$0.00
121801139	Brownfield Enterprises, LLC	Brownfield Enterprises, LLC 211 Fantasy Lane Ligonier, PA 15658	PSP Franchising, LLC	Franchise Agreement, dated 06/06/2023, as renewed or amended (Store #4181 - Johnston)		\$0.00
121900147	Brunswick Center Associates, L.L.C.	Brunswick Center Associates, L.L.C. c/o Nigro Companies 20 Corporate Woods Blvd. Albany, NY 12211	PSP Stores, LLC	Lease, dated 08/28/2015, as amended (Troy, NY)	Brunswick, NY (Troy) (4032)	\$837.61
121801149	Bryte, Inc.	Bryte, Inc. 880 Georgetowne Lane Barrington, IL 60010	PSP Franchising, LLC	Franchise Agreement, dated 11/28/2016, as renewed or amended (Store #4120 - Evanston)		\$0.00
121801150	B-Scott, Inc.	B-Scott, Inc. 750 General Motors Rd Milford, MI 48381-2220	PSP Franchising, LLC	Franchise Agreement, dated 06/09/2005, as renewed or amended (Store #167 - Milford)		\$0.00
122000196	Buddy Mac Eight, LLC	Buddy Mac Eight, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 02/01/2019, between Buddy's Franchising and Licensing LLC and Buddy Mac Eight, LLC	602	\$0.00
122000174	Buddy Mac Eighteen, LLC	Buddy Mac Eighteen, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 05/16/2019, between Buddy's Franchising and Licensing LLC and Buddy Mac Eighteen, LLC	430	\$0.00
122000195	Buddy Mac Eleven, LLC	Buddy Mac Eleven, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 09/25/2018, between Buddy's Franchising and Licensing LLC and Buddy Mac Eleven, LLC	601	\$0.00
122000181	Buddy Mac Fifteen, LLC	Buddy Mac Fifteen, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 05/16/2019, between Buddy's Franchising and Licensing LLC and Buddy Mac Fifteen, LLC	471	\$0.00
122000193	Buddy Mac Fourteen, LLC	Buddy Mac Fourteen, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/01/2016, between Buddy's Franchising and Licensing LLC and Buddy Mac Fourteen, LLC	579	\$0.00
122000186	Buddy Mac Seven, LLC	Buddy Mac Seven, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 05/13/2016, between Buddy's Franchising and Licensing LLC and Buddy Mac Seven, LLC	492	\$0.00
122000189	Buddy Mac Six, LLC	Buddy Mac Six, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 07/06/2016, between Buddy's Franchising and Licensing LLC and Buddy Mac Six, LLC	496	\$0.00
122000188	Buddy Mac Ten, LLC	Buddy Mac Ten, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 05/13/2016, between Buddy's Franchising and Licensing LLC and Buddy Mac Ten, LLC	495	\$0.00
122000184	Buddy Mac Three, LLC	Buddy Mac Three, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/03/2015, between Buddy's Franchising and Licensing LLC and Buddy Mac Three, LLC	490	\$0.00
122000179	Buddy Mac Twenty-Five, LLC	Buddy Mac Twenty-Five, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 10/04/2019, between Buddy's Franchising and Licensing LLC and Buddy Mac Twenty- Five, LLC	436	\$0.00
122000178	Buddy Mac Twenty-Four, LLC	Buddy Mac Twenty-Four, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 10/04/2019, between Buddy's Franchising and Licensing LLC and Buddy Mac Twenty- Four, LLC	435	\$0.00

Assumed Contracts / Lease List

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122000191	Buddy Mac Twenty-Seven, LLC	Buddy Mac Twenty-Seven, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 10/04/2019, between Buddy's Franchising and Licensing LLC and Buddy Mac Twenty- Seven, LLC	515	\$0.00
122000180	Buddy Mac Twenty-Six, LLC	Buddy Mac Twenty-Six, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 10/04/2019, between Buddy's Franchising and Licensing LLC and Buddy Mac Twenty-Six, LLC	437	\$0.00
122000177	Buddy Mac Twenty-Three, LLC	Buddy Mac Twenty-Three, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 10/04/2019, between Buddy's Franchising and Licensing LLC and Buddy Mac Twenty- Three, LLC	434	\$0.00
122000176	Buddy Mac Twenty-Two, LLC	Buddy Mac Twenty-Two, LLC 400 East Centre Park Blvd, Suite 101 DeSoto, TX 75115	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 10/04/2019, between Buddy's Franchising and Licensing LLC and Buddy Mac Twenty- Two, LLC	433	\$0.00
122000197	Buddy West LLC	Buddy West LLC 144 Overlook Court Henderson, NV 89074	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 01/02/2024, as amended or extended (Store 140)	140	\$0.00
122000198	Buddy West LLC	Buddy West LLC 144 Overlook Court Henderson, NV 89074	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 04/25/2024, as amended or extended (Store 141)	141	\$0.00
121801165	Buffalo Newspress, Inc	Buffalo Newspress, Inc 200 Broadway Buffalo, NY 14204	PSP Stores, LLC	Printing Agreement		\$0.00
121801169	BUFFALO NEWSPRESS, INC.	BUFFALO NEWSPRESS, INC. 200 Broadway Buffalo, NY 14204	PSP Group, LLC	Addendum to Printing Agreement		\$0.00
121900139	Burlington Development, LLC	Burlington Development, LLC 3101 Ingersoll Avenue Suite 300 Des Moines, IA 50312	PSP Stores, LLC	Lease Agreement, dated 09/26/2014, as amended (Burlington, IA)	Burlington, IA (0244)	\$0.00
121900072	BWI Westwood LLC	BWI Westwood LLC 731 E. Palisade Avenue Suite 201 Englewood Cliffs, NJ 07632	PSP Stores, LLC	Lease, dated 05/02/1994, as amended (Alliance, OH)	Alliance, OH (0067)	\$0.00
121801194	C.J. Foods, Inc.	C.J. Foods, Inc. 322 Main Street Bern, KS 66408	PSP Franchising, LLC	Private Brand Agreement		\$0.00
121801195	C.J. Foods, Inc.	C.J. Foods, Inc. 322 Main Street Bern, KS 66408	PSP Group, LLC	Private Brand Pet Foods Agreement		\$0.00
121801206	Callie Enterprises, LLC	Callie Enterprises, LLC c/o Pet Supplies Plus, 1300 MacDade Boulevard Woodlyn, PA 19094	PSP Franchising, LLC	Franchise Agreement, dated 09/01/2020, as renewed or amended (Store #4345 - Philadelphia)		\$0.00
121900004	Canton Aires Shopping Plaza, LLC	Canton Aires Shopping Plaza, LLC 361 17th Street NW Unit 2601 Atlanta, GA 30363	Pet Supplies "Plus", LLC	Lease Agreement, dated 04/21/1993, as amended (Canton, OH)	Canton, OH (0049)	\$0.00
121900233	Capital Enterprises, Inc.	Capital Enterprises, Inc. 555 City Avenue Suite 1130 Bala Cynwyd, PA 19004	PSP Stores, LLC	Lease, dated 08/13/2012, as amended (West Chester, PA)	West Chester, PA (9059)	\$0.00
121801254	Cardinal Path LLC	Cardinal Path LLC 515 N. State Street 19th Floor Chicago, IL 60654	PSP Group, LLC	Master Services Agreement		\$9,250.82
121801250	Cardinal Path LLC	Cardinal Path LLC 515 N. State Street 19th Floor Chicago, IL 60654	PSP Group, LLC	Statement of Work #1		\$0.00

Assumed Contracts / Lease List

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121801251	Cardinal Path LLC	Cardinal Path LLC 515 N. State Street 19th Floor Chicago, IL 60654	PSP Group, LLC	Google Analytics 4 License & Services Order Form		\$0.00
121801292	Carros, Inc.	Carros, Inc. 7585 Juniper Drive Colorado Springs, CO 80908	WNW Franchising, LLC	Franchise Agreement, dated 08/29/2022, as renewed (Store #3000 - Monument)		\$0.00
121801294	Cascade Enterprises, LLC	Cascade Enterprises, LLC 16915 El Camino Real Houston, TX 77058	PSP Franchising, LLC	Franchise Agreement, dated 12/01/2021, as renewed or amended (Store #4476 - Cypress)		\$0.00
121801295	Cascade Enterprises, LLC	Cascade Enterprises, LLC 16915 El Camino Real Houston, TX 77058	PSP Franchising, LLC	Franchise Agreement, dated 09/27/2024, as renewed or amended (Store #4072 - Houston)		\$0.00
121801296	Cascade Enterprises, LLC	Cascade Enterprises, LLC 16915 El Camino Real Houston, TX 77058	PSP Franchising, LLC	Franchise Agreement, dated 07/19/2017, as renewed or amended (Store #4149 - League City)		\$0.00
121801297	Cascade Enterprises, LLC	Cascade Enterprises, LLC 16915 El Camino Real Houston, TX 77058	PSP Franchising, LLC	Franchise Agreement, dated 09/26/2018, as renewed or amended (Store #4202 - Houston)		\$0.00
121801298	Cascade Enterprises, LLC	Cascade Enterprises, LLC 16915 El Camino Real Houston, TX 77058	PSP Franchising, LLC	Franchise Agreement, dated 04/17/2020, as renewed or amended (Store #4317 - Houston)		\$0.00
121801299	Cascade Enterprises, LLC	Cascade Enterprises, LLC 16915 El Camino Real Houston, TX 77058	PSP Franchising, LLC	Franchise Agreement, dated 07/30/2021, as renewed or amended (Store #4463 - Houston)		\$0.00
121801301	Catchpoint Systems, Inc.	Catchpoint Systems, Inc. 228 Park Ave S #28080 New York, NY 10003-1502	Pet Supplies "Plus", LLC	Catchpoint Systems, Inc. Service Order		\$0.00
121900211	CBL & Associates Management, Inc.	CBL & Associates Management, Inc. CBL Center Suite 500 2030 Hamilton Place Blvd Chattanooga, TN 37421-6000	PSP Stores, LLC	Lease, dated 09/09/2010, as amended (Robinson Township, PA)	Robinson Twp, PA (Pittsburgh) (4647)	\$0.00
121801313	CBS Ventures, LLC	CBS Ventures, LLC PO Box 8543 Omaha, NE 68108-0543	PSP Franchising, LLC	Franchise Agreement, dated 06/01/2021, as renewed or amended (Store #4440 - Omaha)		\$0.00
121900036	CCP&FSG, L.P.	CCP&FSG, L.P. c/o U.S. Realty Associates, Inc. 120 E. Lancaster Ave. Suite 101 Ardmore, PA 19003	Pet Supplies "Plus", LLC	Lease Agreement, dated 09/12/2003, as amended (Telford, PA)	Telford, PA (9040)	\$0.00
121801320	cdbell LLC	cdbell LLC 116 Five Oaks Drive Greer, SC 29651	WNW Franchising, LLC	Franchise Agreement, dated 11/04/2022 (Store #3021 - Greer)		\$0.00
121900142	CEA Beverly LLC	CEA Beverly LLC 1105 Massachusetts Avenue Suite 2F Cambridge, MA 02138	PSP Stores, LLC	Lease, dated 02/23/2017, as amended (Beverly, MA)	Beverly, MA (3024)	\$0.00
121801324	Celco Partnership doing business as Verizon Wireless	Celco Partnership doing business as Verizon Wireless PO Box 15062 Albany, NY 12212	PSP Group, LLC	Amendment No. 1 to Contract No. 4100002		\$0.00
121900075	Centerpointe Plaza Associates LP	Centerpointe Plaza Associates LP c/o Carnegie Management & Development Corp. 27500 Detroit Road, Suite 300 Westlake, OH 44145	PSP Stores, LLC	Lease, dated 06/05/2002, as amended (Medina, OH)	Medina, OH (0092)	\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121900164	Central Islip Holdings LLC	Central Islip Holdings LLC 1299-B North Avenue New Rochelle, NY 10804	PSP Stores, LLC	Lease, dated 01/18/2016, as amended (Central Islip, NY)	Central Islip, NY (4098)	\$0.00
121900101	Central Rock, LLC	Central Rock, LLC 5215 Monroe Street Suite 8 Toledo, OH 43623	PSP Stores, LLC	Lease, dated 06/15/2023, as amended (Sylvania, OH)	Sylvania, OH (0148)	\$0.00
121801362	ChainXY Solutions Inc.	ChainXY Solutions Inc. 318-1788 5th Ave W Vancouver, BC BC V6J 1P2	Pet Supplies "Plus", LLC	End User License Agreement		\$0.00
129900051	Chandon Enterprise, LLC	Chandon Enterprise, LLC Corporation Trust Center 1209 Orange Street Wilmington, DE 19801	PSP Franchising, LLC	Franchise Agreement, dated 01/31/2019, as renewed or amended (Store #4431 - Doylestown)		\$0.00
121801371	CHARJON Enterprises, LLC	CHARJON Enterprises, LLC PO Box 42 Bullard, TX 75757	PSP Franchising, LLC	Franchise Agreement, dated 06/07/2018, as renewed or amended (Store #4194 - Tyler)		\$0.00
121801372	CHARJON Enterprises, LLC	CHARJON Enterprises, LLC PO Box 42 Bullard, TX 75757	PSP Franchising, LLC	Franchise Agreement, dated 04/25/2019, as renewed or amended (Store #4254 - Shreveport)		\$0.00
121801378	Charlottes House, LLC	Charlottes House, LLC 10767 Adams Road Galena, OH 43021	PSP Franchising, LLC	Franchise Agreement, dated 07/01/2024, as renewed or amended (Store #4443 - Marysville)		\$0.00
121801383	CHEP USA	CHEP USA 5897 Windward Parkway Alpharetta, GA 30005	Pet Supplies "Plus", LLC	Participating Distributor Agreement with CHEP		\$0.00
121801392	Chiara Investments, Inc.	Chiara Investments, Inc. 3956 Ivy Road NE Atlanta, GA 30342	PSP Franchising, LLC	Franchise Agreement, dated 07/17/2023, as renewed or amended (Store #4608 - Buford)		\$0.00
121900182	Chili MZL, LLC	Chili MZL, LLC c/o KPR Centers LLC 535 Fifth Ave 12th Floor New York, NY 10017	PSP Stores, LLC	Lease, dated 09/12/2018, as amended (Rochester, NY)	Chili (Rochester), NY (4200)	\$779.78
121802286	Chinmay Patel (Entity Pending)	Chinmay Patel (Entity Pending) Address on File	PSP Franchising, LLC	Franchise Agreement, dated 05/30/2023, as renewed or amended (Store #N/A - Freehold Twp.)		\$0.00
121801414	Church & Dwight Co., Inc.	Church & Dwight Co., Inc. 500 Charles Ewing Boulevard Ewing, NJ 08628	PSP Distribution, LLC	Church & Dwight Customer Backhaul Allowance Agreement		\$0.00
121801430	Cintas Corporation	Cintas Corporation 4310 Metro Parkway Ft. Myers, FL 33916	Pet Supplies "Plus", LLC	Standard Uniform Rental Service Agreement		\$18,575.52
121801423	Cintas Corporation No. 2	Cintas Corporation No. 2 4310 Metro Parkway Ft. Myers, FL 33916	PSP Stores, LLC	Third Amendment of the National Fire Protection Agreement		\$0.00
121801432	Cintas First Aid & Safety, a division of Cintas Corporation	Cintas First Aid & Safety, a division of Cintas Corporation 4310 Metro Parkway Ft. Myers, FL 33916	Pet Supplies "Plus", LLC	Reviver™ View Service Agreement		\$0.00
121801438	Cisco Systems Capital Corporation	Cisco Systems Capital Corporation 1111 Old Eagle School Road Wayne, PA 19087	Pet Supplies "Plus", LLC	Lease Agreement		\$0.00
121801440	Cisco Systems Capital Corporation	Cisco Systems Capital Corporation 1111 Old Eagle School Road Wayne, PA 19087	PSP Stores, LLC	Master Lease Agreement		\$0.00
121801434	Cisco Systems Capital Corporation	Cisco Systems Capital Corporation 1111 Old Eagle School Road Wayne, PA 19087	Buddy's Newco, LLC	Cisco Meraki License		\$7,111.57

Assumed Contracts / Lease List

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121801435	Cisco Systems Capital Corporation	Cisco Systems Capital Corporation 1111 Old Eagle School Road Wayne, PA 19087	Buddy's Newco, LLC	Lease Agreement		\$0.00
121801436	Cisco Systems Capital Corporation	Cisco Systems Capital Corporation 1111 Old Eagle School Road Wayne, PA 19087	Buddy's Newco, LLC	Lease Agreement		\$0.00
121801437	Cisco Systems Capital Corporation	Cisco Systems Capital Corporation 1111 Old Eagle School Road Wayne, PA 19087	Buddy's Newco, LLC	Lease Agreement		\$0.00
121801448	CK Designs LLC	CK Designs LLC 930 E 42nd Place Chicago, IL 60653	PSP Franchising, LLC	Franchise Agreement, dated 07/26/2021, as renewed or amended (Store #4457 - LaGrange)		\$0.00
121801468	Cleveland Browns Football Company LLC Cleveland Browns Stadium Company LLC	Cleveland Browns Football Company LLC Cleveland Browns Stadium Company LLC 76 Lou Groza BLVD Berea, OH 44017	PSP Group, LLC	Sponsorship Agreement between Pet Supplies Plus and Cleveland Browns		\$0.00
121900078	Clocktower Plaza, LLC	Clocktower Plaza, LLC c/o CTW Development Corp 970 Windham Court, Suite 7 Boardman, OH 44512	PSP Stores, LLC	Lease, dated 07/01/1997, as amended (Lima, OH)	Lima, OH (0101)	\$0.00
121801476	Club Drive Investments Company	Club Drive Investments Company 6030 Pennsylvania Ave. Lansing, MI 48911	PSP Franchising, LLC	Franchise Agreement, dated 02/23/1991, as renewed or amended (Store #9 - Lansing)		\$0.00
121801478	CMQ Enterprises, Inc.	CMQ Enterprises, Inc. 2501 Pennington Place Valparaiso, IN 46383	PSP Franchising, LLC	Franchise Agreement, dated 01/27/2006, as renewed or amended (Store #169 - Dyer)		\$0.00
121801484	Coastal Pet Products Inc.	Coastal Pet Products Inc. 911 Lead Way Alliance, OH 44601	PSP Group, LLC	Coastal Pet Products Inc. and Pet Supplies Plus Contract		\$0.00
121801488	Coborn's Inc.	Coborn's Inc. 1921 Coborn Blvd St. Cloud, MN 56301	PSP Franchising, LLC	Franchise Agreement, dated 02/07/2024, as renewed or amended (Store #4630 - Otsego)		\$0.00
121801499	Columbia Banking System, Inc. Gupton Marrs International, Inc.	Columbia Banking System, Inc. Gupton Marrs International, Inc. 1301 A Street Suite 800 Tacoma, WA 98402-2156	PSP Group, LLC	Order Form for Workitem.com Services		\$0.00
121801505	Comcast	Comcast PO Box 8587 Philadelphia, PA 19101	PSP Group, LLC	Comcast Enterprise Services Sales Order Form		\$0.00
121801506	COMCAST	COMCAST PO Box 8587 Philadelphia, PA 19101	PSP Group, LLC	Move / Upgrade of Service Form		\$0.00
121801508	Comcast Cable Communications Management, LLC	Comcast Cable Communications Management, LLC PO Box 8587 Philadelphia, PA 19101	PSP Group, LLC	Comcast Enterprise Services Master Services Agreement		\$0.00
121801509	Comcast Cable Communications Management, LLC	Comcast Cable Communications Management, LLC PO Box 8587 Philadelphia, PA 19101	PSP Group, LLC	Comcast Business Service Order Agreement		\$0.00
121801539	Community Veterinary Clinics, LLC	Community Veterinary Clinics, LLC 5813 Skyline Blvd. Windsor, CA 95492	Pet Supplies "Plus", LLC	Master Service Agreement		\$0.00
121801541	Comm-Works, LLC	Comm-Works, LLC 1405 Xenium Lane N Suite 120 Minneapolis, MN 55441	PSP Stores, LLC	Pet Supplies Plus Hosted IP Phone Deployment Scope of Work		\$0.00

Assumed Contracts / Lease List

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121801559	Concur Technologies, Inc.	Concur Technologies, Inc. 601 108th Ave NE Suite 1000 Bellevue, WA 98004	Pet Supplies "Plus", LLC	Concur Technologies, Inc. Order Form		\$0.00
121801558	Concur Technologies, Inc.	Concur Technologies, Inc. 601 108th Ave Ne Suite 1000 Bellevue, WA 98004	Buddy's Newco, LLC	Order Form for Services		\$0.00
121801564	ConnectWise, LLC	ConnectWise, LLC 400 N Tampa St Suite 130 Tampa, FL 33602	Buddy's Newco, LLC	Software License Agreement		\$0.00
121801565	ConnectWise, LLC	ConnectWise, LLC 400 N Tampa St Suite 130 Tampa, FL 33602	Buddy's Newco, LLC	Software License Agreement Update		\$0.00
121801566	ConnectWise, LLC	ConnectWise, LLC 400 N Tampa St Suite 130 Tampa, FL 33602	Buddy's Newco, LLC	Software License Agreement Update		\$0.00
121801612	Continental Services	Continental Services 1578 Reliable Parkway Chicago, IL 60686	PSP Group, LLC	Market Twenty 4 Seven Agreement - Terms and Conditions		\$9,437.13
121801634	Coop Enterprises, LLC	Coop Enterprises, LLC 820 Bella Vista Court S Jupiter, FL 33477	PSP Franchising, LLC	Franchise Agreement, dated 05/14/2019, as renewed or amended (Store #4257 - Royal Palm Beach)		\$0.00
121801635	Coop Enterprises, LLC	Coop Enterprises, LLC 820 Bella Vista Court S Jupiter, FL 33477	PSP Franchising, LLC	Franchise Agreement, dated 04/12/2022, as renewed or amended (Store #4517 - Greenacres)		\$0.00
121801636	Coop Enterprises, LLC	Coop Enterprises, LLC 820 Bella Vista Court S Jupiter, FL 33477	PSP Franchising, LLC	Franchise Agreement, dated 04/12/2022, as renewed or amended (Store #4518 - Loxahatchee)		\$0.00
121801637	Coop Enterprises, LLC	Coop Enterprises, LLC 820 Bella Vista Court S Jupiter, FL 33477	PSP Franchising, LLC	Franchise Agreement, dated 06/08/2022, as renewed or amended (Store #4528 - Boca Raton)		\$0.00
121801654	CoreTrust Purchasing Group	CoreTrust Purchasing Group 155 Franklin Road Suite 400 Brentwood, TN 37027	Pet Supplies "Plus", LLC	Participation Agreement		\$0.00
121801683	CorVel Enterprise Comp, Inc.	CorVel Enterprise Comp, Inc. 1920 Main Street, Suite 900 Irvine, CA 92614	Franchise Group, Inc.	CorVel Enterprise Comp Services Agreement		\$0.00
121801696	Couet Corp.	Couet Corp. 4083 Ledgestone Dr. Troy, MI 48098	PSP Franchising, LLC	Franchise Agreement, dated 04/23/1991, as renewed or amended (Store #5 - Royal Oak)		\$0.00
121900015	County Line Crossing Assoc. L.L.C.	County Line Crossing Assoc. L.L.C. 8910 Purdue Rd Suite 350 Indianapolis, IN 46260	Pet Supplies "Plus", LLC	Lease Agreement, dated 06/24/2002, as amended (Indianapolis, IN)	Indianapolis, IN (Greenwood) (4099)	\$0.00
121900174	CPEG MALTA, L.L.C	CPEG MALTA, L.L.C c/o Nigro Companies 20 Corporate Woods Boulevard Albany, NY 12211	PSP Stores, LLC	Lease Agreement, dated 10/27/2017, as amended (Rensselaer, NY)	Rensselaer, NY (East Greenbush) (4162)	\$1,499.69
121900025	CPRK-II Limited Partnership	CPRK-II Limited Partnership c/o DuWest Management, LLC 8522 Broadway Ste. 209 San Antonio, TX 78217	Pet Supplies "Plus", LLC	Lease, dated 06/23/2006, as amended (San Antonio, TX)	San Antonio, TX (7006)	\$0.00

Assumed Contracts / Lease List

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122000018	CR Mango, LLC	CR Mango, LLC C/O CONTINENTAL REALTY CORP PO BOX 69475 -695 BALTIMORE, MD 21264-9475	Buddy's Newco, LLC	Shopping Center Lease dated November 26, 2001, as amended (Store 29)	29	\$435.09
121900105	Cranberry Creek Plaza, LLC	Cranberry Creek Plaza, LLC c/o Paramount Development Corp. 607 Briarwood Drive Suite 5 Myrtle Beach, SC 29572	PSP Stores, LLC	Lease, dated 10/07/2004, as amended (Beckley, WV)	Beckley, WV (0165)	\$916.30
121900207	Crest Properties, LLC	Crest Properties, LLC Attn: David Shenton, Managing Member 3134 Sycamore, Lane Billings, MT 59102	PSP Stores, LLC	Lease, dated 06/25/2019, as amended (Buda, TX)	Buda, TX (4561)	\$991.72
121900096	CRI New Albany Square, LLC	CRI New Albany Square, LLC c/o Casto 250 Civic Center Dr Suite 500 Columbus, OH 43215	PSP Stores, LLC	Lease, dated 05/16/2002, as amended (Columbus/New Albany, OH)	Columbus, OH (0140)	\$0.00
121900210	Cross Grand Plaza LLC	Cross Grand Plaza LLC 3155 West Big Beaver Road Suite 110 Troy, MI 48084	PSP Stores, LLC	Lease, dated 1.3.95, as amended (Brighton, MI)	Brighton, MI (4645)	\$854.86
121900177	Crossroads-Holt Drive Associates, LLC	Crossroads-Holt Drive Associates, LLC 20 Ridge Road Suite 210 Mahwah, NJ 07430	PSP Stores, LLC	Lease, dated 03/08/2018, as amended (Stony Point, NY)	Stony Point, NY (4175)	\$0.00
121900039	CSHV 20/35, LLC	CSHV 20/35, LLC c/o Principal Real Estate Investors 801 Grand Avenue Des Moines, IA 50392-1370	PSP Distribution, LLC	Commercial Industrial Lease Agreement, dated November 18, 2020 (TX Distribution Center)	TX Distribution Center	\$3,542.54
129990270	CT Corporation System	CT Corporation System 28 Liberty Street, 42nd Floor New York, NY 10005	American Freight Outlet Stores, LLC	MSA, dated February 28, 2024		\$245.00
121801808	Daisy 1, LLC	Daisy 1, LLC 3314 Highlands Bridge Road Sarasota, FL 34235	PSP Franchising, LLC	Franchise Agreement, dated 02/14/2019, as renewed or amended (Store #4241 - Port Charlotte)		\$0.00
121801812	Dalian Jinyu Metal Products Co., Ltd	Dalian Jinyu Metal Products Co., Ltd Room 1708, B Tower,peace Modern Town No. 554, Zhongshan Road 116023 Dalian, Liaoning Province	PSP Group, LLC	Private Brand Products Agreement		\$0.00
121801814	Dallas Manufacturing	Dallas Manufacturing 12111 Ford Rd Dallas, TX 75234	PSP Group, LLC	Private Brand Products Agreement		\$0.00
121801819	Dandy Ventures, Inc.	Dandy Ventures, Inc. 2307 South Saginaw St. Flint, MI 48503	PSP Franchising, LLC	Franchise Agreement, dated 07/14/2015, as renewed or amended (Store #4017 - Golden)		\$0.00
121801820	Dandy Ventures, Inc.	Dandy Ventures, Inc. 2307 South Saginaw St. Flint, MI 48503	PSP Franchising, LLC	Franchise Agreement, dated 02/25/2016, as renewed or amended (Store #4063 - Ft. Collins)		\$0.00
121801821	Dandy Ventures, Inc.	Dandy Ventures, Inc. 2307 South Saginaw St. Flint, MI 48503	PSP Franchising, LLC	Franchise Agreement, dated 05/24/2016, as renewed or amended (Store #4068 - Arvada)		\$0.00
121801840	Data Axle, Inc.	Data Axle, Inc. 13155 Noel Road Suite 1750 Dallas, TX 75240	PSP Group, LLC	Amendment No. 5 to Services Agreement		\$0.00
121802288	David Powell (Entity Pending)	David Powell (Entity Pending) Address on File	PSP Franchising, LLC	Franchise Agreement, dated 03/18/2024, as renewed or amended (Store #N/A - Charlotte)		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121900165	Dawnbury Inc.	Dawnbury Inc. 7899 High Dr. Indianapolis, IN 46248	PSP Stores, LLC	Lease, dated 08/10/1992, as amended (Indianapolis, IN)	Indianapolis, IN (Broad Ripple) (4100)	\$1,076.78
121801857	DCHPETS LLC	DCHPETS LLC 108 Holly Grove Williamsburg, VA 23185	PSP Franchising, LLC	Franchise Agreement, dated 08/28/2020, as renewed or amended (Store #4339 - Williamsburg)		\$0.00
121900073	DDR Ohio Opportunity II LLC	DDR Ohio Opportunity II LLC Attn: Executive VP - Leasing 3300 Enterprise Parkway Beachwood, OH 44122	PSP Stores, LLC	Lease, dated 01/22/2014, as amended (Stow, OH)	Stow, OH (0068)	\$0.00
121801867	Dell Financial Services L.L.C.	Dell Financial Services L.L.C. One Dell Way Round Rock, TX 78682	Buddy's Newco, LLC	Master Lease And Financing Agreement		\$318.38
121801868	Dell Financial Services L.L.C.	Dell Financial Services L.L.C. One Dell Way Round Rock, TX 78682	Buddy's Newco, LLC	Technology Lease		\$0.00
121801869	Dell Financial Services L.L.C.	Dell Financial Services L.L.C. One Dell Way Round Rock, TX 78682	Buddy's Newco, LLC	Technology Equipment Lease Agreement		\$0.00
121801870	Dell Financial Services L.L.C.	Dell Financial Services L.L.C. One Dell Way Round Rock, TX 78682	Buddy's Newco, LLC	Technology Equipment Lease Agreement		\$0.00
121801871	Dell Financial Services LLC	Dell Financial Services LLC ONE DELL WAY Round Rock, TX 78682	PSP Stores, LLC	Master Lease Agreement		\$59,115.93
121801872	DELL Marketing L.P	DELL Marketing L.P One Dell Way Round Rock, TX 78682	Buddy's Newco, LLC	Equipment Lease Agreement		\$6,816.60
121801873	DELL Marketing L.P	DELL Marketing L.P One Dell Way Round Rock, TX 78682	Buddy's Newco, LLC	Equipment Lease Agreement		\$0.00
121801899	design LAB, Inc.	design LAB, Inc. 19210 S. Vermont Ave Building E Gardena, CA 90248	PSP Group, LLC	Private Brand Products Agreement		\$0.00
121801916	Detroit Belle Isle Grand Prix, Inc.	Detroit Belle Isle Grand Prix, Inc. 300 Renaissance Tower Suite 2311 Detroit, MI 48243	PSP Group, LLC	2025 Sponsorship Agreement		\$0.00
121801917	Development Dimensions International, Inc.	Development Dimensions International, Inc. 1225 Washington Pike Bridgeville, PA 15017	PSP Group, LLC	Statement of Work for Subscription Services		\$0.00
121801919	Development Dimensions International, Inc.	Development Dimensions International, Inc. 1225 Washington Pike Bridgeville, PA 15017	PSP Group, LLC	Master Products and Services Agreement		\$0.00
121801921	Devil Dog Pets Inc.	Devil Dog Pets Inc. 334 Francis Drive Jackson, MO 63755	PSP Franchising, LLC	Franchise Agreement, dated 02/10/2023, as renewed or amended (Store #4585 - Cape Girardeau)		\$0.00
121900097	DeVillie Developments, LLC	DeVillie Developments, LLC 3951 Convenience Circle NW Suite 301 Canton, OH 44718	PSP Stores, LLC	Lease Agreement, dated 01/16/1994, as amended (Canton, OH)	Canton, OH (0086)	\$0.00
121900124	DeVillie Developments, LLC	DeVillie Developments, LLC 3951 Convenience Circle NW Suite 301 Canton, OH 44718	PSP Stores, LLC	Lease, dated 07/12/2002, as amended (Akron, OH)	Akron, OH (0141)	\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121900048	DeVillie Developments, LLC	DeVillie Developments, LLC 3951 Convenience Circle NW Suite 301 Canton, OH 44718	PSP Stores, LLC	Lease, dated 05/17/2013, as amended (Lorain, OH)	Lorain, OH (0219)	\$97.06
121801928	Differt Management Group 1, LLC	Differt Management Group 1, LLC 7611 County Road O Hartford, WI 53027	PSP Franchising, LLC	Franchise Agreement, dated 11/10/2021, as renewed or amended (Store #4506 - Oconomowoc)		\$0.00
121900197	DILLON CENTER, LLC,	DILLON CENTER, LLC, 933 Columbia Boulevard Bloomsburg, PA 18815	PSP Stores, LLC	Lease, dated 01/08/2015, as amended (Bloomsburg, PA)	Bloomsburg, PA (4396)	\$0.00
121801937	DIRIGO-Pets, LLC	DIRIGO-Pets, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	PSP Franchising, LLC	Franchise Agreement, dated 03/02/2023, as renewed or amended (Store #4577 - Sudbury)		\$0.00
121801938	DIRIGO-Pets, LLC	DIRIGO-Pets, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	PSP Franchising, LLC	Franchise Agreement, dated 03/02/2023, as renewed or amended (Store #4578 - North Windham)		\$0.00
121801939	DIRIGO-Pets, LLC	DIRIGO-Pets, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	PSP Franchising, LLC	Franchise Agreement, dated 03/02/2023, as renewed or amended (Store #4579 - Portland)		\$0.00
121801940	DIRIGO-Pets, LLC	DIRIGO-Pets, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	PSP Franchising, LLC	Franchise Agreement, dated 03/02/2023, as renewed or amended (Store #4580 - Sanford)		\$0.00
121801941	DIRIGO-Pets, LLC	DIRIGO-Pets, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	PSP Franchising, LLC	Franchise Agreement, dated 03/02/2023, as renewed or amended (Store #4581 - South Portland)		\$0.00
121801942	DIRIGO-Pets, LLC	DIRIGO-Pets, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	PSP Franchising, LLC	Franchise Agreement, dated 03/02/2023, as renewed or amended (Store #4582 - Salem)		\$0.00
121801943	DIRIGO-Pets, LLC	DIRIGO-Pets, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	PSP Franchising, LLC	Franchise Agreement, dated 03/02/2023, as renewed or amended (Store #4583 - Stratham)		\$0.00
121801944	DIRIGO-WNW, LLC	DIRIGO-WNW, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	WNW Franchising, LLC	Franchise Agreement, dated 03/02/2023 (Store #3023 - Acton)		\$0.00
121801945	DIRIGO-WNW, LLC	DIRIGO-WNW, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	WNW Franchising, LLC	Franchise Agreement, dated 03/02/2023 (Store #3025 - Concord)		\$0.00
121801946	DIRIGO-WNW, LLC	DIRIGO-WNW, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	WNW Franchising, LLC	Franchise Agreement, dated 03/02/2023 (Store #3027 - Saco)		\$0.00
121801947	DIRIGO-WNW, LLC	DIRIGO-WNW, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	WNW Franchising, LLC	Franchise Agreement, dated 03/02/2023 (Store #3028 - Scarborough)		\$0.00
121801955	Diverse Staffing Services, Inc.	Diverse Staffing Services, Inc. 7135 Waldemar Drive Indianapolis, IN 46268	PSP Distribution, LLC	Client Services Agreement		\$0.00
121801961	DJ & Sons LLC	DJ & Sons LLC 200 Old Mountain Road Marion, CT 06444	PSP Franchising, LLC	Franchise Agreement, dated 12/12/2019, as renewed or amended (Store #4301 - Springfield)		\$0.00
121801962	DLI Properties, LLC	DLI Properties, LLC 2000 Brush Street Detroit, MI 48226	PSP Group, LLC	The Detroit Lions Sponsorship Agreement Amendment		\$0.00
121801967	DLP Enterprises, LLC	DLP Enterprises, LLC 2537 La Rochelle Court Seabrook, TX 77586	PSP Franchising, LLC	Franchise Agreement, dated 03/05/2019, as renewed or amended (Store #4242 - Friendswood)		\$0.00

Assumed Contracts / Lease List

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121801968	DLP Enterprises, LLC	DLP Enterprises, LLC 2537 La Rochelle Court Seabrook, TX 77586	PSP Franchising, LLC	Franchise Agreement, dated 03/19/2022, as renewed or amended (Store #4507 - Pasadena)		\$0.00
121801982	DocuSign Inc.	DocuSign Inc. 3003 Tasman Drive Santa Clara, CA 95054	PSP Group, LLC	DocuSign Order Form for PSP Group, LLC Notary		\$0.00
121801983	DocuSign Inc.	DocuSign Inc. 3003 Tasman Drive Santa Clara, CA 95054	PSP Group, LLC	DocuSign Master Services Agreement		\$0.00
121801985	DocuSign Inc.	DocuSign Inc. 3003 Tasman Drive Santa Clara, CA 95054	PSP Group, LLC	DocuSign Subscription for Pet Supplies Plus		\$0.00
121801989	Donmar, Inc.	Donmar, Inc. 382 Adams St. Plymouth, MI 48170	PSP Franchising, LLC	Franchise Agreement, dated 04/22/1991, as renewed or amended (Store #12 - Jackson)		\$0.00
121801993	DoorDash G&C, LLC	DoorDash G&C, LLC 303 2nd Street South Tower San Francisco CA 94107, CA 94107	PSP Group, LLC	DoorDash Marketplace Addendum		\$0.00
121801994	DoorDash, Inc.	DoorDash, Inc. 303 2nd Street South Tower Suite 800 San Francisco, CA 94107	PSP Group, LLC	DoorDash Drive Fulfillment Agreement		\$788,507.74
129990006	DoorDash, Inc.	DoorDash, Inc. 303 2nd Street San Francisco, CA 94107	PSP Group, LLC	Subsidiary Amendment to the DoorDash Drive Fulfillment Agreement		\$0.00
121801995	Dorroh Pet Enterprises, LLC	Dorroh Pet Enterprises, LLC 4531 Fountain View Trace Owensboro, KY 42303	PSP Franchising, LLC	Franchise Agreement, dated 05/24/2019, as renewed or amended (Store #4261 - Owensboro)		\$0.00
121802274	Douglas Campbell (Entity Pending)	Douglas Campbell (Entity Pending) Address on File	PSP Franchising, LLC	Franchise Agreement, dated 07/18/2022, as renewed or amended (Store #N/A - Austin)		\$0.00
121900160	DSM MB II LLC	DSM MB II LLC 875 East Street Tewksbury, MA 01876	PSP Stores, LLC	Lease, dated 09/05/2018, as amended (Athol, MA)	Athol, MA (4198)	\$0.00
121900181	DSM MB II LLC	DSM MB II LLC 875 East Street Tewksbury, MA 01876	PSP Stores, LLC	Lease, dated 10/28/2016, as amended (Ashland, MA)	Ashland, MA (4088)	\$0.00
121802030	DSMK Wag 1, LLC	DSMK Wag 1, LLC 5815 Prospect Lane Westerville, OH 43082	WNW Franchising, LLC	Franchise Agreement, dated 07/12/2024 (Store #N/A - Columbus)		\$0.00
121802058	E.V.P. Enterprises, Inc.	E.V.P. Enterprises, Inc. 323 Neptunes Bight Naples, FL 34103	PSP Franchising, LLC	Franchise Agreement, dated 09/07/1994, as renewed or amended (Store #62 - Westmont)		\$0.00
121802059	E.V.P. Enterprises, Inc.	E.V.P. Enterprises, Inc. 323 Neptunes Bight Naples, FL 34103	PSP Franchising, LLC	Franchise Agreement, dated 03/17/2014, as renewed or amended (Store #232 - Glen Ellyn)		\$0.00
121900076	Echo Solon, LLC	Echo Solon, LLC c/o ECHO Real Estate Services Co. 560 Epsilon Drive Pittsburgh, PA 15238	PSP Stores, LLC	Lease, dated 07/30/2012, as amended (Solon, OH)	Solon, OH (0098)	\$0.00
121802112	Ecova, Inc.	Ecova, Inc. 1313 North Atlantic 5th Floor Spokane, WA 99201	Pet Supplies "Plus", LLC	Client Joinder Agreement		\$0.00
121900152	Edgewood Station LLC	Edgewood Station LLC c/o Phillips Edison & Company 11501 Northlake Drive Cincinnati, OH 45249	PSP Stores, LLC	Lease Agreement, dated 01/28/2016, as amended (Pittsburgh, PA)	Pittsburgh, PA (Edgewood) (4053)	\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121900117	EGAP Crawfordsville I, LLC	EGAP Crawfordsville I, LLC c/o 1045, LLC 1045 South Woods Mill Rd. Suite One Town and Country, MO 63017	PSP Stores, LLC	Lease, dated 01/31/2014, as amended (Crawfordsville, IN)	Crawfordsville, IN (0209)	\$520.21
122000007	EGP Gainesville II, LLC	EGP Gainesville II, LLC c/o 1045 LLC 1045 S WOODS MILL RD #1 TOWN & COUNTRY, MO 63017	Buddy's Newco, LLC	Lease dated October 9, 2009, as amended (Store 20)	20	\$0.00
121802134	Eight Mile Pets, Inc.	Eight Mile Pets, Inc. 1001 Grand Avenue West Des Moines, IA 50265	PSP Franchising, LLC	Franchise Agreement, dated 04/13/2016, as renewed or amended (Store #4077 - Cedar Falls)		\$0.00
121802135	Eight Mile Pets, Inc.	Eight Mile Pets, Inc. 1001 Grand Avenue West Des Moines, IA 50265	PSP Franchising, LLC	Franchise Agreement, dated 10/14/2016, as renewed or amended (Store #4096 - Des Moines)		\$0.00
121802136	Eight Mile Pets, Inc.	Eight Mile Pets, Inc. 1001 Grand Avenue West Des Moines, IA 50265	PSP Franchising, LLC	Franchise Agreement, dated 06/29/2017, as renewed or amended (Store #4146 - Altoona)		\$0.00
121802137	Eight Mile Pets, Inc.	Eight Mile Pets, Inc. 1001 Grand Avenue West Des Moines, IA 50265	PSP Franchising, LLC	Franchise Agreement, dated 07/28/2017, as renewed or amended (Store #4148 - Davenport)		\$0.00
121802138	Eight Mile Pets, Inc.	Eight Mile Pets, Inc. 1001 Grand Avenue West Des Moines, IA 50265	PSP Franchising, LLC	Franchise Agreement, dated 11/08/2018, as renewed or amended (Store #4270 - Des Moines)		\$0.00
121802139	Eight Mile Pets, Inc.	Eight Mile Pets, Inc. 1001 Grand Avenue West Des Moines, IA 50265	PSP Franchising, LLC	Franchise Agreement, dated 12/23/2019, as renewed or amended (Store #4302 - Johnson County)		\$0.00
121802140	Eight Mile Pets, Inc.	Eight Mile Pets, Inc. 1001 Grand Avenue West Des Moines, IA 50265	PSP Franchising, LLC	Franchise Agreement, dated 12/23/2019, as renewed or amended (Store #4303 - Fort Dodge)		\$0.00
121802141	Eight Mile Pets, Inc.	Eight Mile Pets, Inc. 1001 Grand Avenue West Des Moines, IA 50265	PSP Franchising, LLC	Franchise Agreement, dated 01/12/2021, as renewed or amended (Store #4420 - Ames)		\$0.00
121802142	Eight Mile Pets, Inc.	Eight Mile Pets, Inc. 1001 Grand Avenue West Des Moines, IA 50265	PSP Franchising, LLC	Franchise Agreement, dated 01/12/2021, as renewed or amended (Store #4421 - Ankeny)		\$0.00
121802143	Eight Mile Pets, Inc.	Eight Mile Pets, Inc. 1001 Grand Avenue West Des Moines, IA 50265	PSP Franchising, LLC	Franchise Agreement, dated 01/24/2023, as renewed or amended (Store #4571 - West Des Moines)		\$0.00
121802144	Eight Mile Pets, Inc.	Eight Mile Pets, Inc. 1001 Grand Avenue West Des Moines, IA 50265	PSP Franchising, LLC	Franchise Agreement, dated 03/14/2023, as renewed or amended (Store #4590 - Bettendorf)		\$0.00

Assumed Contracts / Lease List

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140000200	EightSixThree RTO, LLC	EightSixThree RTO, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Franchise Agreement dated December 1, 2017, by and among Buddy's Franchising and Licensing and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC	84 81 87 89 91 92 93 94 95 96 100 102 104 105 352 353 354 357 359 360 361 363 365 366 367 369 370 392 393 395 396 397 398 399 400 401 402 403 404 567 570 571 572 573 576 588 593 600 622 623 1021 1037 1041 1042 1043 1045 1057 1058 1060 1063 1065 1067 1068 1069 1070 2110 2111 2112 2113 2114 2116 2117 2118	\$0.00
140000201	EightSixThree RTO, LLC	EightSixThree RTO, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Addendum dated December 1, 2017, to that certain Franchise Agreement dated December 1, 2017, by and among Buddy's Franchising and Licensing and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC	84 81 87 89 91 92 93 94 95 96 100 102 104 105 352 353 354 357 359 360 361 363 365 366 367 369 370 392 393 395 396 397 398 399 400 401 402 403 404 567 622 623	\$0.00
140000202	EightSixThree RTO, LLC	EightSixThree RTO, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Franchise Agreement dated March 1, 2022 between Buddy's Franchising and Licensing and EightSixThree RTO, LLC	106	\$0.00
140000203	EightSixThree RTO, LLC	EightSixThree RTO, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Addendum dated March 1, 2022, to the Franchise Agreement dated March 1, 2022 between Buddy's Franchising and Licensing and EightSixThree RTO, LLC	106	\$0.00
140000207	EightSixThree RTO, LLC	EightSixThree RTO, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Termination Agreement and Release dated August 1, 2024, by and among Buddy's Franchising and Licensing LLC and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC	360 405	\$0.00
140000212	EightSixThree RTO, LLC	EightSixThree RTO, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Amendment dated August 23, 2019, to the Buddy's Franchising and Licensing Franchise Agreement by and among Buddy's Franchising and Licensing LLC and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC	570 571 572 573 576 588 593 600 1021 1037 1041 1042 1043 1045 1057 1058 1060 1063	\$0.00
140000213	EightSixThree RTO, LLC	EightSixThree RTO, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Amendment dated October 23, 2019 to the Buddy's Franchising and Licensing Franchise Agreement by and among Buddy's Franchising and Licensing LLC and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC.	2110 2111 2112 2113 2114 2116 2117 2118	\$0.00
140000214	EightSixThree RTO, LLC	EightSixThree RTO, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Amendment dated July 1, 2019 to the Buddy's Franchising and Licensing Franchise Agreement by and among Buddy's Franchising and Licensing LLC and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC.	1065 1067 1068 1069 1070	\$0.00

Assumed Contracts / Lease List

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121802149	Elanco US Inc.	Elanco US Inc. 28576 Network Place Chicago, IL 60673	PSP Franchising, LLC	Amendment 5 to the Vendor Master Purchase Agreement		\$0.00
129990001	Electronic Imaging Services, Inc., d/b/a Vestcom Retail Solutions	Electronic Imaging Services, Inc., d/b/a Vestcom Retail Solutions 2800 Cantrell Road, Suite 500 Little Rock, AR 72202	PSP Group, LLC	Master Services Agreement By and Between PSP Group, LLC And Electronic Imagine Services, Inc., d/b/a Vestcom Retail Solutions dated October 1st, 2024		\$0.00
129990002	Electronic Imaging Services, Inc., d/b/a Vestcom Retail Solutions	Electronic Imaging Services, Inc., d/b/a Vestcom Retail Solutions 2800 Cantrell Road, Suite 500 Little Rock, AR 72202	PSP Group, LLC	Addendum A - Shelf Edge Products Service Agreement By and Between PSP Group, LLC And Electronic Imagine Services, Inc., d/b/a Vestcom Retail Solutions dated October 1st, 2024		\$0.00
121802173	Elvis & Emmett, LLC	Elvis & Emmett, LLC 15730 Willows Dr. Spring Lake, MI 49465	PSP Franchising, LLC	Franchise Agreement, dated 12/01/2017, as renewed or amended (Store #4164 - Norton Shores)		\$0.00
121802178	EmBark One Eleven, LLC	EmBark One Eleven, LLC 6476 Dausman Park Clarkville, MI 48815	PSP Franchising, LLC	Franchise Agreement, dated 11/29/2022, as renewed or amended (Store #4616 - Easley)		\$0.00
121802188	Emicity	Emicity 5455 Corporate Drive Suite 120 Troy, MI 48098-2620	Pet Supplies "Plus", LLC	Brand Awareness & Usage Study Research Proposal		\$0.00
121802194	Empyr, Inc.	Empyr, Inc. 11010 Roselle St Ste 150 San Diego, CA 92121	Pet Supplies "Plus", LLC	Insertion Order for Empyr's Card Linked Offer Program		\$0.00
121802199	Empyrean Benefit Solutions, Inc.	Empyrean Benefit Solutions, Inc. 3010 Briarpark Drive, Suite 8000 Houston, TX 77042	Franchise Group, Inc.	Empyrean Benefit Solutions Master Services Agreement		\$0.00
121802206	ENGIE Insight Services Inc dba ENGIE Impact	ENGIE Insight Services Inc dba ENGIE Impact PO Box 74008380 Chicago, IL 60674	Pet Supplies "Plus", LLC	Total Energy & Sustainability Service Agreement		\$0.00
121802210	Engreat Pet Products (Shenzhen) Co., Ltd.	Engreat Pet Products (Shenzhen) Co., Ltd. BLDG 2 SHENZHEN, 518116	PSP Group, LLC	Private Brand Products Agreement		\$0.00
121802213	Entara Corporation	Entara Corporation 227 W Monroe St Suite 2100 Chicago, IL 60606	PSP Group, LLC	Incident Response Retainer Order Form		\$0.00
121802214	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open - End (Equity) Lease Schedule - 23B3Z5		\$0.00
121802215	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open - End (Equity) Lease Schedule - 23NHLH		\$0.00
121802216	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open - End (Equity) Lease Schedule - 263C9P		\$0.00
121802217	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open - End (Equity) Lease Schedule - 263CC9		\$0.00
121802218	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 23CVW7		\$0.00
121802219	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 23LH6Q		\$0.00
121802220	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 23M56V		\$0.00

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ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121802221	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 23MPJ4		\$0.00
121802222	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 23N2ZF		\$0.00
121802223	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 23NHMM		\$0.00
121802224	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 23NHQ7		\$0.00
121802225	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 23NHQW		\$0.00
121802226	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 23NJNC		\$0.00
121802227	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 23NJND		\$0.00
121802228	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 23NJNF		\$0.00
121802229	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 23QNSZ		\$0.00
121802230	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 23RRN2		\$0.00
121802231	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 23RRNF		\$0.00
121802232	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 23RRNH		\$0.00
121802233	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 23RRNM		\$0.00
121802234	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 23RRNR		\$0.00
121802235	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 23RRNW		\$0.00
121802236	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 23RRP3		\$0.00
121802237	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 23RRPT		\$0.00
121802238	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 255ZXJ		\$0.00
121802239	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 256252		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121802240	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 2562JR		\$0.00
121802241	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 25CS3L		\$0.00
121802242	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 25WCGV		\$0.00
121802243	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 256255		\$0.00
121802244	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 263C9G		\$0.00
121802245	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 263C9L		\$0.00
121802246	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 263C9P		\$0.00
121802247	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 263C9X		\$0.00
121802248	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 263C9Z		\$0.00
121802249	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 263CB3		\$0.00
121802250	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 263CB5		\$0.00
121802251	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 263CBX		\$0.00
121802252	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 263CBZ		\$0.00
121802253	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 263CC2		\$0.00
121802254	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 263CC3		\$0.00
121802255	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 263CC4		\$0.00
121802256	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 263CC5		\$0.00
121802257	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 263CC7		\$0.00
121802258	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 263CC9		\$0.00

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121802259	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 263CCB		\$0.00
121802260	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 263CCC		\$0.00
121802261	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 263CCD		\$0.00
121802262	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 263CCF		\$0.00
121802263	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 263CCH		\$0.00
121802264	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 279RTL		\$0.00
121802265	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 279RTS		\$0.00
121802266	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 279RTW		\$0.00
121802267	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 279RV4		\$0.00
121802268	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 279RV6		\$0.00
121802269	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 279RWP		\$0.00
121802270	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 279RWS		\$0.00
121802271	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 279RWT		\$0.00
121802272	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 279RWZ		\$0.00
121802273	Enterprise FM Trust	Enterprise FM Trust 600 Corporate Park Dr Saint Louis, MO 63105	Buddy's Newco, LLC	Open-End (Equity) Lease Schedule - 279RX7		\$0.00
121802319	Epsilon Data Management, LLC	Epsilon Data Management, LLC 35 W Wacker Drive 29th Floor Chicago, IL 60601	PSP Group, LLC	PeopleCloud Suite of Products Master Services Agreement		\$0.00
121802320	Epsilon Data Management, LLC Conversant LLC	Epsilon Data Management, LLC Conversant LLC 2525 Arapahoe Ave Suite E4-902 Boulder, CO 80302	PSP Group, LLC	PeopleCloud Digital Offsite Retail Media Statement of Work		\$0.00
121802321	Epsilon Data Management, LLC Conversant LLC	Epsilon Data Management, LLC Conversant LLC 35 W Wacker Drive 29th Floor Chicago, IL 60601	PSP Group, LLC	Addendum to PeopleCloud Digital Offsite Retail Media Statement of Work		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121802323	Equifax Workforce Solutions LLC	Equifax Workforce Solutions LLC 4076 Paysphere Circle Chicago, IL 60674	PSP Group, LLC	Service Provider, Term and Fees for Services		\$2,981.31
129990008	Equifax Workforce Solutions LLC	Equifax Workforce Solutions LLC 4076 Paysphere Circle Chicago, IL 60674	PSP Group, LLC	Amendment to the Universal Service Agreement		\$0.00
121900093	ExchangeRight Value-Add Portfolio 1 DST	ExchangeRight Value-Add Portfolio 1 DST c/o ExchangeRight Real Estate, LLC 1055 E. Colorado, Blvd. Suite 310 Pasadena, CA 91106	PSP Stores, LLC	Lease, dated 10/05/2001, as amended (Streetsboro, OH)	Streetsboro, OH (0131)	\$997.42
121802429	Exel Inc. d/b/a DHL Supply Chain (USA)	Exel Inc. d/b/a DHL Supply Chain (USA) 360 Westar Boulevard Westerville, OH 43082	Pet Supplies "Plus", LLC	Site Operating Agreement #1 Northeast Forwarding Distribution Center		\$0.00
121802430	Exel Inc. d/b/a DHL Supply Chain (USA)	Exel Inc. d/b/a DHL Supply Chain (USA) 360 Westar Boulevard Westerville, OH 43082	Pet Supplies "Plus", LLC	Master Operating Services Agreement		\$0.00
121802441	Experience More in Store, LLC	Experience More in Store, LLC 8978 Wildlife Loop Sarasota, FL 34238	PSP Franchising, LLC	Franchise Agreement, dated 10/30/2018, as renewed or amended (Store #4008 - North Port)		\$0.00
121900126	Fairfield Station LLC	Fairfield Station LLC c/o Phillips Edison and Co. 11501 Northlake Drive Cincinnati, OH 45209	PSP Stores, LLC	Lease, dated 09/09/2013, as amended (Beavercreek, OH)	Beavercreek, OH (0221)	\$0.00
121900091	Fairlawn Station, LLC	Fairlawn Station, LLC c/o Phillips Edison & Co. 11501 Northlake Drive Cincinnati, OH 45249	PSP Stores, LLC	Lease, dated 07/24/1996, as amended (Fairlawn, OH)	Fairlawn, OH (0124)	\$0.00
121900044	Fairview Realty Investors, Ltd.	Fairview Realty Investors, Ltd. P.O. Box 16452 Rocky River, OH 44116	PSP Stores, LLC	Lease, dated 05/09/1992, as amended (Fairview Park, OH)	Fairview Park, OH (0027)	\$954.98
121802477	Family Foundation Pets, Inc.	Family Foundation Pets, Inc. 3860 Maiden Street Waterford, MI 48329	WNW Franchising, LLC	Franchise Agreement, dated 04/28/2023 (Store #3012 - Rochester Hills)		\$0.00
121900083	FBBT/US Properties, LLC	FBBT/US Properties, LLC c/o Benderson Development Co. LLC 570 Delaware Ave Buffalo, NY 14202	PSP Stores, LLC	Lease, dated 03/15/1999, as amended (West Seneca, NY)	West Seneca, NY (0113)	\$0.00
121802482	FBMR Waite Park, LLC	FBMR Waite Park, LLC 1404 Calvin Avenue Nashville, TN 37206	PSP Franchising, LLC	Franchise Agreement, dated 09/12/2022, as renewed or amended (Store #4563 - Waite)		\$0.00
121900099	FDI Management	FDI Management 12145 Summit Ct. Beverly Hills, CA 90210	PSP Stores, LLC	Lease, dated 06/07/2003, as amended (Sandusky, OH)	Sandusky, OH (0144)	\$0.00
121900238	Federal Realty Investment Trust	Federal Realty Investment Trust 909 Rose Avenue Suite 200 North Bethesda, MD 20852	PSP Stores, LLC	Lease, dated 10/28/2013, as amended (Levittown, PA)	Levittown, PA (9070)	\$0.00
122000008	Festival Properties, Inc.	Festival Properties, Inc. 1215 GESSNER ROAD HOUSTON, TX 77055	Buddy's Newco, LLC	Lease dated February 11, 2021 (Store 21)	21	\$300.99
121802511	Fetch ... For Cool Pets, LLC	Fetch ... For Cool Pets, LLC 1407 Broadway Suite 601 New York, NY 10018	PSP Group, LLC	Private Brand Products Agreement		\$0.00
121802532	Finnegan Dexter, LLC	Finnegan Dexter, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	PSP Franchising, LLC	Franchise Agreement, dated 03/10/2015, as renewed or amended (Store #4011 - Land O'Lakes)		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121802533	Finnegan Dexter, LLC	Finnegan Dexter, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	PSP Franchising, LLC	Franchise Agreement, dated 08/08/2018, as renewed or amended (Store #4191 - St. Petersburg)		\$0.00
121802534	Finnegan Dexter, LLC	Finnegan Dexter, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	PSP Franchising, LLC	Franchise Agreement, dated 01/21/2019, as renewed or amended (Store #4216 - Zephyrhills)		\$0.00
121802535	Finnegan Dexter, LLC	Finnegan Dexter, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	PSP Franchising, LLC	Franchise Agreement, dated 03/03/2021, as renewed or amended (Store #4410 - Port St. Lucie)		\$0.00
121802539	Finnegan Dexter, LLC	Finnegan Dexter, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	PSP Franchising, LLC	Franchise Agreement, dated 10/08/2021, as renewed or amended (Store #4475 -)		\$0.00
121802540	Finnegan Dexter, LLC	Finnegan Dexter, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	PSP Franchising, LLC	Franchise Agreement, dated 04/29/2022, as renewed or amended (Store #8062 - Valrico)		\$0.00
121802545	First Data Merchant Services LLC	First Data Merchant Services LLC 2900 Westside Parkway Alpharetta, GA 30004	PSP Group, LLC	Affiliated Issuer Addendum to the Premium Gift Card Processing Addendum to Master Services Agreement		\$0.00
121802547	First Data Services, LLC	First Data Services, LLC 1307 Walt Whitman Road Melville, NY 11747	PSP Stores, LLC	Premium Gift Card Processing Addendum to Master Services Agreement		\$5,794.70
121802550	First Data Services, LLC Bank of America, NA	First Data Services, LLC Bank of America, NA PO Box 1256 Englewood, CO 80150	PSP Stores, LLC	Master Service Agreement		\$0.00
121802549	First Data Services, LLC Bank of America, N.A.	First Data Services, LLC Bank of America, N.A. PO Box 1256 Englewood, CO 80150	PSP Stores, LLC	TransArmor Services Addendum and Amendment of the Master Services Agreement		\$0.00
121802557	Fischer Pet Stores, Inc.	Fischer Pet Stores, Inc. c/o Paracorp Incorporated, 106 5th Avenue SE Olympia, WA 98501	PSP Franchising, LLC	Franchise Agreement, dated 07/01/2020, as renewed or amended (Store #4173 - Seattle)		\$0.00
121802558	Fischer Pet Stores, Inc.	Fischer Pet Stores, Inc. c/o Paracorp Incorporated, 106 5th Avenue SE Olympia, WA 98501	PSP Franchising, LLC	Franchise Agreement, dated 07/24/2021, as renewed or amended (Store #4444 - Federal Way)		\$0.00
121802559	Fischer Pet Stores, Inc.	Fischer Pet Stores, Inc. c/o Paracorp Incorporated, 106 5th Avenue SE Olympia, WA 98501	PSP Franchising, LLC	Franchise Agreement, dated 07/24/2021, as renewed or amended (Store #4445 - Bellevue)		\$0.00
121802560	Fischer Pet Stores, Inc.	Fischer Pet Stores, Inc. c/o Paracorp Incorporated, 106 5th Avenue SE Olympia, WA 98501	PSP Franchising, LLC	Franchise Agreement, dated 03/10/2022, as renewed or amended (Store #4505 - Seattle)		\$0.00
121900058	Fishkill Plaza Partners LP	Fishkill Plaza Partners LP c/o Mosbacher Properties Group 18 E. 48th St 19 Floor New York, NY 10017	PSP Stores, LLC	Lease Agreement, dated 08/01/2021, as amended (Fishkill, NY)	Fishkill, NY (9034)	\$1,235.01
121802561	Fishman PR & Marketing	Fishman PR & Marketing 3400 Dundee Road Suite 300 Northbrook, IL 60062	Pet Supplies "Plus", LLC	Public Relations Service Agreement		\$6,040.00
121802563	Fishman Public Relations	Fishman Public Relations 3400 Dundee Road Suite 300 Northbrook, IL 60062	Pet Supplies "Plus", LLC	Franchise Development PR Program Agreement		\$0.00
121802564	Fishman Public Relations, Inc.	Fishman Public Relations, Inc. 3400 Dundee Road Suite 300 Northbrook, IL 60062	PSP Group, LLC	Addendum to Letter of Agreement between Fishman Public Relations, Inc. and PSP Group, LLC		\$0.00

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121802565	Fishman Public Relations, Inc.	Fishman Public Relations, Inc. 3400 Dundee Road Suite 300 Northbrook, IL 60062	PSP Group, LLC	Letter of Agreement for Public Relations Services		\$0.00
121802640	Focused Pets, LLC	Focused Pets, LLC 1207 W Hawthorne Street Arlington Heights, IL 60005	PSP Franchising, LLC	Franchise Agreement, dated 10/03/2022, as renewed or amended (Store #4573 - Cumming)		\$0.00
121900066	Ford Road Ventures, LLC	Ford Road Ventures, LLC c/o Vision Investment Partners 700 N. Old Woodward Ave Suite 300 Birmingham, MI 48009	PSP Stores, LLC	Lease, dated 04/02/1993, as amended (Livonia, MI)	Livonia, MI (0044)	\$0.00
121900100	Fort Steuben Mall Holdings LLC	Fort Steuben Mall Holdings LLC 4996 Indiana Avenue Winston Salem, NC 27106	PSP Stores, LLC	Lease, dated 01/17/2003, as amended (Steubenville, OH)	Steubenville, OH (0145)	\$0.00
121802744	ForUsAll, Inc.	ForUsAll, Inc. 665 3rd St San Francisco, CA 94107	Pet Supplies "Plus", LLC	Plan Services Agreement		\$0.00
121802754	FOXMO, Inc.	FOXMO, Inc. 3860 Wabbeek Lake Drive E Bloomfield Hills, MI 48302	PSP Franchising, LLC	Franchise Agreement, dated 09/14/2006, as renewed or amended (Store #171 - White Lake)		\$0.00
129900001	FranConnect	FranConnect 13865 Sunrise Valley Drive Suite 150 Herndon, VA 20171	Franchise Group, Inc.	Master Subscription Agreement		\$2,903.82
121802762	FranConnect Inc.	FranConnect Inc. 11800 Sunrise Valley Dr. Suite 150 Reston, VA 20191	PSP Franchising, LLC	FranConnect Online Business Applications Agreement		\$0.00
121802763	FranConnect LLC	FranConnect LLC 11800 Sunrise Valley Dr. Suite 900 Reston, VA 20191	Pet Supplies "Plus", LLC	BoeFly bVerify Integration Consent Form		\$0.00
121802764	FranConnect LLC	FranConnect LLC 11800 Sunrise Valley Dr. Suite 900 Reston, VA 20191	Pet Supplies "Plus", LLC	Master Subscription Agreement		\$0.00
121802773	Franks House, LLC	Franks House, LLC 10767 Adams Road Galena, OH 43021	PSP Franchising, LLC	Franchise Agreement, dated 12/15/2022, as renewed or amended (Store #4562 - Marion)		\$0.00
121802774	FranNet, LLC	FranNet, LLC 10302 Brookridge Village Blvd Suite 201 Louisville, KY 40291	PSP Franchising, LLC	Franchise Referral and Commission Amendment Agreement		\$0.00
121802776	FranNet, LLC	FranNet, LLC 10302 Brookridge Village Blvd Suite 201 Louisville, KY 40291	PSP Franchising, LLC	Amendment to Franchise Referral and Commission Agreement		\$0.00
121802777	Freedom 45 Corporation	Freedom 45 Corporation 2925 NE Lotno Drive Bend, OR 97701	PSP Franchising, LLC	Franchise Agreement, dated 01/07/2021, as renewed or amended (Store #4418 - Bend)		\$0.00
121802780	Freeport Pets, LLC	Freeport Pets, LLC 2295 Spring Rose Road Verona, WI 53593	PSP Franchising, LLC	Franchise Agreement, dated 03/28/2022, as renewed or amended (Store #4513 - Freeport)		\$0.00
121900169	FW IL Riverside/Rivers Edge, LLC	FW IL Riverside/Rivers Edge, LLC 3040 Solutions Center Chicago, IL 60677-3000	PSP Stores, LLC	Lease, dated 05/12/2017, as amended (Chicago, IL)	Chicago, IL (Archer- Ashland) (4139)	\$0.00
122000017	FWI 2, LLC	FWI 2, LLC 197 EIGHTH ST, SUITE 800 BOSTON, MA 02129	Buddy's Newco, LLC	Lease dated June 1, 2023 (Store 27)	27	\$634.85

Assumed Contracts / Lease List

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122000029	FWI 23, LLC	FWI 23, LLC c/o Flag Wharf LLC 197 Eighth Street Suite 800 Boston, MA 02129	Buddy's Newco, LLC	Lease dated August 7, 2014, as amended (Store 50)	50	\$0.00
121900204	G & I IX Empire Williamsville Place LLC	G & I IX Empire Williamsville Place LLC c/o DLC Management Corporation 565 Taxter Road Elmsford, NY 10523	PSP Stores, LLC	Lease, dated 05/03/2019, as amended (Buffalo, NY)	Williamsville, NY (4526)	\$0.00
121802822	G UNITED, LLC	G UNITED, LLC 556 Parkview Drive Grand Prairie, TX 75052	PSP Franchising, LLC	Franchise Agreement, dated 04/16/2019, as renewed or amended (Store #4255 - Waxahachie)		\$0.00
121900216	Garden City Leasehold Properties LLC	Garden City Leasehold Properties LLC 33 Boylston Street Suite 3000 Chestnut Hill, MA 02467	PSP Stores, LLC	Lease, dated 08/08/1994, as amended (Cranston, RI)	Cranston, RI (9005)	\$0.00
121802857	Garner Ventures, LLC	Garner Ventures, LLC 556 Parkview Drive Grand Prairie, TX 75052	WNW Franchising, LLC	Franchise Agreement, dated 01/09/2024 (Store #3039 - Mansfield)		\$0.00
121802859	Gartner, Inc.	Gartner, Inc. 56 Top Gallant Road Stamford, CT 06902-7700	Pet Supplies "Plus", LLC	Gartner Service Order Q-00206771		\$0.00
122000199	Gator Elite RTO LLC	Gator Elite RTO LLC 9003 Classic Court Orlando, FL 32819	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/26/2020, as amended or extended (Store 1020)	1020	\$0.00
122000200	Gator Elite RTO LLC	Gator Elite RTO LLC 9003 Classic Court Orlando, FL 32819	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/26/2020, as amended or extended (Store 1053)	1053	\$0.00
122000201	Gator Elite RTO LLC	Gator Elite RTO LLC 9003 Classic Court Orlando, FL 32819	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/26/2020, as amended or extended (Store 1055)	1055	\$0.00
121802873	GCM Management LLC	GCM Management LLC 382 Adams St. Plymouth, MI 48170	PSP Franchising, LLC	Franchise Agreement, dated 11/07/2022, as renewed or amended (Store #15 - Canton)		\$0.00
121900176	George Street LLC	George Street LLC 151 Haggetts Pond Rd. Andover, MA 01810	PSP Stores, LLC	Lease, dated 02/09/2018, as amended (Olean, NY)	Olean, NY (4171)	\$8,657.18
121900045	Georgetown Square Properties	Georgetown Square Properties 29010 Chardon Road Willoughby Hills, OH 44092	PSP Stores, LLC	Lease, dated 04/24/1992, as amended (Middleburg Heights, OH)	Middleburg Heights, OH (0028)	\$991.56
121900190	GFS Realty LLC	GFS Realty LLC Attn: Director of Real Estate 1385 Hancock Street 10th Floor Quincy, MA 02169	PSP Stores, LLC	Lease, dated 06/11/2007, as amended (Annapolis, MD)	Annapolis, MD (4372)	\$0.00
121802932	GFX International	GFX International 333 Barron Blvd. Grayslake, IL 60030	Pet Supplies "Plus", LLC	Master Services Agreement		\$0.00
121900082	GG Garfield Commons 2012 LP	GG Garfield Commons 2012 LP c/o Glimcher Group Inc. 500 Grant Street Suite 2000 Pittsburgh, PA 15219	PSP Stores, LLC	Lease, dated 02/11/2013, as amended (Garfield Heights, OH)	Garfield Heights, OH (0112)	\$455.99
121900200	GGCAL Edgewater, LLC	GGCAL Edgewater, LLC c/o Greenberg Gibbons Commercial 10096 Red Run Blvd Suite 100 Owings Mills, MD 21117	PSP Stores, LLC	Lease, dated 03/30/2006, as amended (Edgewater, MD)	Edgewater, MD (4415)	\$0.00
121802943	Gino Animal Health Services, LLC	Gino Animal Health Services, LLC 29 Long Hill Road New Vernon, NJ 07976	PSP Franchising, LLC	Franchise Agreement, dated 01/08/2021, as renewed or amended (Store #4374 - Hillsborough)		\$0.00

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ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121900019	Glassboro Properties, LLC	Glassboro Properties, LLC 14000 Horizon Way Suite 100 Mount Laurel, NJ 08054	Pet Supplies "Plus", LLC	Lease Agreement, dated 10/27/2011, as amended (Glassboro, NJ)	Glassboro, NJ (4391)	\$0.00
121802981	Globalization Partners LLC	Globalization Partners LLC 175 Federal Street 17th Floor Boston, MA 02110	Franchise Group, Inc.	Globalization Partners Master Agreement		\$0.00
121802982	GLOBALIZATION PARTNERS PORTUGAL, Unipessoal, Lda.	GLOBALIZATION PARTNERS PORTUGAL, Unipessoal, Lda. Av. António Augusto de Aguiar, n.º 88, 2.º andar 1050-018 Lisboa Lisbon, 1050-018	Franchise Group, Inc.	PERMANENT EMPLOYMENT CONTRACT IN TELEWORK REGIME		\$0.00
121802985	GNK Enterprises, LLC	GNK Enterprises, LLC 6540 North Range Line Rd. Glendale, WI 53209	PSP Franchising, LLC	Franchise Agreement, dated 10/03/2018, as renewed or amended (Store #4203 - Mequon)		\$0.00
121802986	GNK Enterprises, LLC	GNK Enterprises, LLC 6540 North Range Line Rd. Glendale, WI 53209	PSP Franchising, LLC	Franchise Agreement, dated 03/27/2020, as renewed or amended (Store #4315 - Germantown)		\$0.00
121802991	Go Fetch, LLC	Go Fetch, LLC 22 Susan Drive Newburgh, NY 12550	PSP Franchising, LLC	Franchise Agreement, dated 03/02/2017, as renewed or amended (Store #4130 - New Windsor)		\$0.00
121900046	Gold Star Properties	Gold Star Properties c/o 606 Realty Team 4653 N. Milwaukee Ave Chicago, IL 60630	PSP Stores, LLC	Store Lease, dated 11/01/2008, as amended (Des Plaines, IL)	Des Plaines, IL (0042)	\$1,115.15
121803010	Golden Rule Enterprises, LLC	Golden Rule Enterprises, LLC 1102 Thomas Rd. Rineyville, KY 40162	PSP Franchising, LLC	Franchise Agreement, dated 03/12/2015, as renewed or amended (Store #4012 - Elizabethtown)		\$0.00
121803023	Good Dog Karma, LLC	Good Dog Karma, LLC 3180 W South Airport Road Traverse City, MI 49684-8995	PSP Franchising, LLC	Franchise Agreement, dated 07/04/2020, as renewed or amended (Store #4333 - Traverse City)		\$0.00
121803024	Gooddog Services, LLC	Gooddog Services, LLC 3115 N. Government Way #3 Coeur D'Alene, ID 83815	PSP Franchising, LLC	Franchise Agreement, dated 12/04/2019, as renewed or amended (Store #4251 - Coeur D'Alene)		\$0.00
121803025	Goodest Boys LLC	Goodest Boys LLC 145 Romeria Drive Cedar Creek, TX 78612	PSP Franchising, LLC	Franchise Agreement, dated 07/21/2022, as renewed or amended (Store #4567 - Victoria)		\$0.00
121803027	Goodwin & Goodwin Pet Supplies, Inc.	Goodwin & Goodwin Pet Supplies, Inc. 999 Haynes St., Suite 385 Birmingham, MI 48009	PSP Franchising, LLC	Franchise Agreement, dated 05/30/2002, as renewed or amended (Store #4 - Waterford)		\$0.00
129990004	Google, Inc.	Google, Inc. 1600 Amphitheatre Parkway Mountain View, CA 94043	PSP Group, LLC	Google Advertising Service Agreement		\$1,041,042.04
129990017	Google, Inc.	Google, Inc. c/o James C. Vandermark 810 Seventh Avenue Suite 500 New York, NY 10019	Buddy's Newco, LLC	Google Advertising Service Agreement		\$0.00
121900118	Gosula Realty, LTD	Gosula Realty, LTD 6028 Trent Ct Lewis Center, Oh 43035	PSP Stores, LLC	Lease Agreement, dated 08/29/2012, as amended (Delaware, OH)	Delaware, OH (0210)	\$681.78
121803038	GR PSP, LLC	GR PSP, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 01/29/2023, as renewed or amended (Store #4572 - Rockford)		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121900138	Grand Avenue Associates L.L.C.	Grand Avenue Associates L.L.C. c/o Shiner Management Group, Inc. 3201 Old Glenview Road Suite 235 Wilmette, IL 60091	PSP Stores, LLC	Lease, dated 10/03/2014, as amended (Gurnee, IL)	Gurnee, IL (0243)	\$0.00
121803064	Green Imaging, LLC	Green Imaging, LLC 2020 Albans Houston, TX 77005	Franchise Group, Inc.	Medical Diagnostic Testing Services Agreement		\$0.00
121900002	Greenwood Plaza Corp. of Delaware	Greenwood Plaza Corp. of Delaware 2400 Miracle Lane Mishawaka, IN 46545	Pet Supplies "Plus", LLC	Lease, dated 06/03/1992, as amended (South Bend, IN)	South Bend, IN (0025)	\$0.00
121803094	Griffield Enterprises, LLC	Griffield Enterprises, LLC 31778 N 123rd Ave Peoria, AZ 85383	PSP Franchising, LLC	Franchise Agreement, dated 09/02/2020, as renewed or amended (Store #4347 - Surprise)		\$0.00
121900119	Grove City Plaza, L.P.	Grove City Plaza, L.P. c/o Casto 250 Civic Center Dr. Suite 500 Columbus, OH 43215	PSP Stores, LLC	Lease, dated 10/23/2012, as amended (Grove City, OH)	Grove City, OH (0211)	\$0.00
121803104	Grubhub Holdings Inc.	Grubhub Holdings Inc. 111 W. Washington St. Ste. 2100 Chicago, IL 60602	PSP Group, LLC	Grubhub Franchisor Agreement		\$0.00
121803112	Gupton Mairs International, Inc.	Gupton Mairs International, Inc. 100 Park Avenue New York, NY 10017	PSP Group, LLC	Master Subscription Agreement		\$0.00
121900125	Gustine BV Associates, Ltd.	Gustine BV Associates, Ltd. c/o Armstrong Development Properties, Inc. One Armstrong Place Butler, PA 16001	PSP Stores, LLC	Lease Agreement, dated 08/22/2013, as amended (Belle Vernon, PA)	Belle Vernon, PA (0220)	\$0.00
121803121	Gutrich, LLC	Gutrich, LLC 16121 Haddam Ln Westfield, IN 46062	PSP Franchising, LLC	Franchise Agreement, dated 06/14/2017, as renewed or amended (Store #4143 - Columbus)		\$0.00
121803122	Gutrich, LLC	Gutrich, LLC 16121 Haddam Ln Westfield, IN 46062	PSP Franchising, LLC	Franchise Agreement, dated 09/02/2020, as renewed or amended (Store #4411 - Brownsburg)		\$0.00
122000024	Haines City Mall LLC	Haines City Mall LLC 20200 W DIXIE HWY STE 15G AVENTURA, FL 33810	Buddy's Newco, LLC	Lease dated on or about August 6, 2003, as amended (Store 36)	36	\$520.32
121803143	Halico Gold LLC	Halico Gold LLC 19406 Merion Circle Huntington Beach, CA 92648	PSP Franchising, LLC	Franchise Agreement, dated 10/07/2016, as renewed or amended (Store #4118 - Huntington Beach)		\$0.00
121803144	Halico Gold LLC	Halico Gold LLC 19406 Merion Circle Huntington Beach, CA 92648	PSP Franchising, LLC	Franchise Agreement, dated 09/17/2020, as renewed or amended (Store #4350 - Laguna Niguel)		\$0.00
121803145	Halico Gold LLC	Halico Gold LLC 5912 Edinger Avenue Huntington Beach, CA 92649	PSP Franchising, LLC	Franchise Agreement, dated 12/01/2021, as renewed or amended (Store #4450 - Stockton)		\$0.00
121803146	Halico Gold LLC	Halico Gold LLC 5912 Edinger Avenue Huntington Beach, CA 92649	PSP Franchising, LLC	Franchise Agreement, dated 12/01/2021, as renewed or amended (Store #4451 - Lodi)		\$0.00
121803147	Halico Gold LLC	Halico Gold LLC 5912 Edinger Avenue Huntington Beach, CA 92649	PSP Franchising, LLC	Franchise Agreement, dated 12/01/2021, as renewed or amended (Store #4452 - Clovis)		\$0.00
121803148	Halico Gold LLC	Halico Gold LLC 5912 Edinger Avenue Huntington Beach, CA 92649	PSP Franchising, LLC	Franchise Agreement, dated 12/01/2021, as renewed or amended (Store #4455 - Turlock)		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121803164	HangZhou TianYuan Pet Products Co., Ltd	HangZhou TianYuan Pet Products Co., Ltd No.10-1 Xing Ling Road XingQiaoTown YuHang District Hangzhou, 311100	PSP Group, LLC	Private Brand Products Agreement		\$0.00
121803170	Hapa Unlimited, Inc.	Hapa Unlimited, Inc. 18017 Chatsworth Street Suite 450 Granado Hills, CA 91344	PSP Group, LLC	Private Brand Products Agreement		\$0.00
121802278	Hardeep Dhaliwal (Entity Pending)	Hardeep Dhaliwal (Entity Pending) Address on File	PSP Franchising, LLC	Franchise Agreement, dated 09/22/2023, as renewed or amended (Store #N/A - Sherman)		\$0.00
122000015	Harmony Shopping Plaza, LLC	Harmony Shopping Plaza, LLC 3980 TAMPA RD #205 OLDSMAR, FL 34677	Buddy's Newco, LLC	Lease Agreement dated November 20, 2009, as amended (Store 25)	25	\$469.13
121900018	Hartville Station, LLC	Hartville Station, LLC Attn: Robert F. Meyers, COO 11501 Northlake Drive Cincinnati, OH 45249	Pet Supplies "Plus", LLC	Lease Agreement, dated 09/30/2016, as amended (Hartville, OH)	Hartville, OH (4380)	\$0.00
121900085	Harvest Station LLC	Harvest Station LLC c/o Phillips Edison & Company 11501 Northlake Drive Cincinnati, OH 45249	PSP Stores, LLC	Lease, dated 04/26/2016, as amended (Akron, OH)	Akron, OH (Springfield Twp) (0115)	\$0.00
121803198	Hawkeye Enterprises, LLC	Hawkeye Enterprises, LLC 853 Bluff Brook Drive O'Fallon, MO 63366	PSP Franchising, LLC	Franchise Agreement, dated 01/15/2021, as renewed or amended (Store #4226 - St. Charles)		\$0.00
121803254	Healthy Pets, LLC	Healthy Pets, LLC 4105 Sky Ranch Drive Glenwood Springs, CO 81601	WNW Franchising, LLC	Franchise Agreement, dated 09/18/2023 (Store #3036 - Falcon)		\$0.00
121803279	Heather Management, LLC	Heather Management, LLC 1165 Lakeview Rd. West Bend, WI 53090	PSP Franchising, LLC	Franchise Agreement, dated 06/06/2022, as renewed or amended (Store #247 - Green Bay)		\$0.00
121803280	Heather Management, LLC	Heather Management, LLC 1165 Lakeview Rd. West Bend, WI 53090	PSP Franchising, LLC	Franchise Agreement, dated 06/06/2022, as renewed or amended (Store #4086 - Green Bay)		\$0.00
121803281	Heather Management, LLC	Heather Management, LLC 1165 Lakeview Rd. West Bend, WI 53090	PSP Franchising, LLC	Franchise Agreement, dated 09/04/2018, as renewed or amended (Store #4204 - West Bend)		\$0.00
121803282	Heather Management, LLC	Heather Management, LLC 1165 Lakeview Rd. West Bend, WI 53090	PSP Franchising, LLC	Franchise Agreement, dated 06/09/2020, as renewed or amended (Store #4298 - Sheboygan)		\$0.00
121803283	Heather Management, LLC	Heather Management, LLC 1165 Lakeview Rd. West Bend, WI 53090	PSP Franchising, LLC	Franchise Agreement, dated 12/18/2019, as renewed or amended (Store #4299 - Neenah)		\$0.00
121803284	Heather Management, LLC	Heather Management, LLC 1165 Lakeview Rd. West Bend, WI 53090	PSP Franchising, LLC	Franchise Agreement, dated 12/18/2019, as renewed or amended (Store #4325 - Racine)		\$0.00
121805996	Heritage Seymour I, LLC	Heritage Seymour I, LLC c/o Heritage Capital Management LLC 123 Prospect Street PO Box 627 Ridgewood, NJ 07451	PSP Distribution, LLC	Commercial Industrial Lease Agreement, dated January 1, 2012, as amended (Seymour, IN)	IN Distribution Center	\$0.00
121803316	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY 200 Connell Drive 5th Floor Berkley Heights, NJ 07922	Buddy's Newco, LLC	Master Lease And Financing Agreement Schedule Number 5343918198000007		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121803317	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY 200 Connell Drive 5th Floor Berkley Heights, NJ 07922	Buddy's Newco, LLC	Master Lease And Financing Agreement Schedule Number 5343918198000008		\$0.00
121803318	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY 200 Connell Drive 5th Floor Berkley Heights, NJ 07922	Buddy's Newco, LLC	Master Lease And Financing Agreement Schedule Number 5343918198000006		\$0.00
121900081	Hickory Plaza Shopping Center, Inc.	Hickory Plaza Shopping Center, Inc. c/o JJ Gumberg Co. 1051 Brinton Road Pittsburgh, PA 15221	PSP Stores, LLC	Lease, dated 09/25/1998, as amended (Hermitage, PA)	Hermitage, PA (0111)	\$1,031.87
121803339	High Point Estates Inc.	High Point Estates Inc. 210 Ellis Rd. Westminster, MA 01473	PSP Franchising, LLC	Franchise Agreement, dated 08/12/2019, as renewed or amended (Store #4269 - Franklin)		\$0.00
121803340	High Youth Limited	High Youth Limited No.616 ,	PSP Group, LLC	Private Brand Products Agreement		\$0.00
121900214	Highland Commons-Boone, LLC	Highland Commons-Boone, LLC c/o Aston Properties, Inc. 610 E. Morehead St. Suite 100 Charlotte, NC 28202	PSP Stores, LLC	Lease, dated 06/30/2011, as amended (Boone, NC)	Boone, NC (8048)	\$0.00
121803344	Highland Traders, LLC	Highland Traders, LLC 853 Highway 35 Middleton, NJ 07748	PSP Franchising, LLC	Franchise Agreement, dated 01/07/2020, as renewed or amended (Store #4305 - Middletown)		\$0.00
121803345	Highland Traders, LLC	Highland Traders, LLC 853 Highway 35 Middleton, NJ 07748	PSP Franchising, LLC	Franchise Agreement, dated 04/20/2009, as renewed or amended (Store #9046 - Hazlet)		\$0.00
121803346	Highland Traders, LLC	Highland Traders, LLC 853 Highway 35 Middleton, NJ 07748	PSP Franchising, LLC	Franchise Agreement, dated 03/02/2011, as renewed or amended (Store #9050 - Berkeley Heights)		\$0.00
121803347	Highland Traders, LLC	Highland Traders, LLC 853 Highway 35 Middleton, NJ 07748	PSP Franchising, LLC	Franchise Agreement, dated 08/23/2012, as renewed or amended (Store #9065 - Wall Township)		\$0.00
121803352	Hill's Pet Nutrition Sales, Inc.	Hill's Pet Nutrition Sales, Inc. P.O. Box 148 Topeka, KS 66601-0148	PSP Group, LLC	Trailer Wrapping Memorandum of Understanding		\$0.00
121803351	Hill's Pet Nutrition Sales, Inc.	Hill's Pet Nutrition Sales, Inc. P.O. Box 148 Topeka, KS 66601-0148	Pet Supplies "Plus", LLC	Amendment No. 1 to 2024 Pet Supplies Joint Business Plan Agreement		\$0.00
122000202	Hodge RTO Group Inc.	Hodge RTO Group Inc. 605 Roy Coppley Road Lexington, NC 27292	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/16/2024, as amended or extended (Store 150)	150	\$0.00
122000203	Hodge RTO Group Inc.	Hodge RTO Group Inc. 605 Roy Coppley Road Lexington, NC 27292	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/16/2024, as amended or extended (Store 151)	151	\$0.00
122000204	Hodge RTO Group Inc.	Hodge RTO Group Inc. 605 Roy Coppley Road Lexington, NC 27292	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/16/2024, as amended or extended (Store 152)	152	\$0.00
122000205	Hodge RTO Group Inc.	Hodge RTO Group Inc. 605 Roy Coppley Road Lexington, NC 27292	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/16/2024, as amended or extended (Store 153)	153	\$0.00
122000206	Hodge RTO Group Inc.	Hodge RTO Group Inc. 605 Roy Coppley Road Lexington, NC 27292	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/16/2024, as amended or extended (Store 154)	154	\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
122000207	Hodge RTO Group Inc.	Hodge RTO Group Inc. 605 Roy Coppley Road Lexington, NC 27292	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/16/2024, as amended or extended (Store 155)	155	\$0.00
122000208	Hodge RTO Group Inc.	Hodge RTO Group Inc. 605 Roy Coppley Road Lexington, NC 27292	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/04/2023, as amended or extended (Store 156)	156	\$0.00
122000209	Hodge RTO Group Inc.	Hodge RTO Group Inc. 605 Roy Coppley Road Lexington, NC 27292	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 10/16/2023, as amended or extended (Store 157)	157	\$0.00
122000210	Hodge RTO Group Inc.	Hodge RTO Group Inc. 605 Roy Coppley Road Lexington, NC 27292	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 01/02/2024, as amended or extended (Store 158)	158	\$0.00
121803372	Hoffman Unlimited LLC	Hoffman Unlimited LLC 866 Prairie Drive Milliken, CO 80543	PSP Franchising, LLC	Franchise Agreement, dated 02/19/2020, as renewed or amended (Store #4314 - Thornton)		\$0.00
121803374	Hogan, Inc.	Hogan, Inc. 14240 Imboden Rd. Hudson, CO 80642	PSP Franchising, LLC	Franchise Agreement, dated 09/01/2020, as renewed or amended (Store #4344 - Wheat Ridge)		\$0.00
121803383	HORIZONTAL Integration, Inc.	HORIZONTAL Integration, Inc. 1660 S. Highway 100 Suite 200 St. Louis Park, MN 55416	PSP Group, LLC	Statement of Work for Retained Team Support 2024		\$124,915.00
121803384	Horizontal Integration, Inc.	Horizontal Integration, Inc. 1660 S. Highway 100 Suite 200 St. Louis Park, MN 55416	PSP Group, LLC	Statement of Work for Salesforce Data Cloud, Marketing Cloud, Personalization Design & Implement Ph 1		\$0.00
121803385	Horizontal Integration, Inc.	Horizontal Integration, Inc. 1660 S. Highway 100 Suite 200 St. Louis Park, MN 55416	PSP Group, LLC	Master Service Agreement		\$0.00
121803386	Horizontal Integration, Inc.	Horizontal Integration, Inc. 1660 S. Highway 100 Suite 200 St. Louis Park, MN 55416	PSP Group, LLC	Managed Services SOW		\$0.00
121803388	Horizontal, Inc.	Horizontal, Inc. 1660 S. Hwy 100 Suite 200 St. Louis Park, MN 55416	PSP Group, LLC	Statement of Work Change Order 1 - Pet Supplies Plus Commerce Modernization: Design, Develop, Deliver		\$0.00
121803397	HSA Corporation	HSA Corporation 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 08/01/1997, as renewed or amended (Store #97 - Appleton)		\$0.00
121803398	HSA Corporation	HSA Corporation 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 10/23/2023, as renewed or amended (Store #187 - Ballwin)		\$0.00
121803399	HSA Corporation	HSA Corporation 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 08/14/2023, as renewed or amended (Store #4081 - Evansville)		\$0.00
121803400	HSA Corporation	HSA Corporation 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 06/02/2023, as renewed or amended (Store #4147 - Normal)		\$0.00
121803401	HSA Corporation	HSA Corporation 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 06/02/2023, as renewed or amended (Store #4155 - Waukesha)		\$0.00
121803402	HSA Corporation	HSA Corporation 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 06/02/2023, as renewed or amended (Store #4156 - Orlando)		\$0.00
121803403	HSA Corporation	HSA Corporation 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 06/02/2023, as renewed or amended (Store #4182 - Fort Wayne)		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121803404	HSA Corporation	HSA Corporation 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 06/02/2023, as renewed or amended (Store #4183 - Florissant)		\$0.00
121803405	HSA Corporation	HSA Corporation 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 06/02/2023, as renewed or amended (Store #4218 - Lexington)		\$0.00
121803406	HSA Corporation	HSA Corporation 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 06/02/2023, as renewed or amended (Store #4248 - Clarksville)		\$0.00
121803407	HSN Enterprise, Inc.	HSN Enterprise, Inc. 1361 Watertree Rd. Terre Haute, IN 47803	PSP Franchising, LLC	Franchise Agreement, dated 09/02/2016, as renewed or amended (Store #4085 - Terre Haute)		\$0.00
121900098	Huber Management Corporation	Huber Management Corporation 7333 Paragon Rd. Suite 150 Dayton, OH 45459	PSP Stores, LLC	Lease, dated 01/30/2003, as amended (Centerville, OH)	Centerville, OH (0143)	\$0.00
121803411	Hugfun International Hong Kong Ltd.	Hugfun International Hong Kong Ltd. 18/F. GINZA SQUARE 565-567 NATHAN ROAD KOWLOON,	PSP Group, LLC	Private Brand Products Agreement		\$0.00
122000014	Hundred Fires Ltd	Hundred Fires Ltd 106 Satsuma Drive ATTN CARMEN CUELLO Altamonte Springs, FL 32714	Buddy's Newco, LLC	Lease Agreement dated May 6, 1991, as amended (Store 24)	24	\$0.00
121803429	Hutchison Enterprises, Inc.	Hutchison Enterprises, Inc. 5360 Shoreview Avenue Minneapolis, MN 55417	WNW Franchising, LLC	Franchise Agreement, dated 08/13/2024, as renewed (Store #3007 - Eagan)		\$0.00
121900104	Iacono Family LP	Iacono Family LP c/o Kohr Royer Griffith Inc 1480 Dublin Rd. Columbus, Oh 43215	PSP Stores, LLC	Lease, dated 05/18/2004, as amended (Upper Arlington, OH)	Upper Arlington, OH (0158)	\$0.00
121803461	iCIMS, Inc.	iCIMS, Inc. 101 Crawfords Corner Road Suite 3-100 Holmdel, NJ 07733	Pet Supplies "Plus", LLC	Pet Supplies Plus Renewal Order Form		\$0.00
121803472	Ideal Software Systems Inc	Ideal Software Systems Inc 3839 Highway 45 North Meridian, MS 39301	Buddy's Newco, LLC	Customer App Service Agreement		\$0.00
121803490	IKPM Pet Supply, LLC	IKPM Pet Supply, LLC 1515 Ralston Branch Way Sugar Land, TX 77479	PSP Franchising, LLC	Franchise Agreement, dated 04/26/2021, as renewed or amended (Store #4437 - Sugar Land)		\$0.00
121803498	Illumis, Inc.	Illumis, Inc. 975 Johnnie Dodds Blvd. Ste B Mt. Pleasant, SC 29464	PSP Group, LLC	Master Services Agreement		\$0.00
121803500	IMG College, LLC	IMG College, LLC P.O. Box 843038 Kansas City, MO 64184-3038	PSP Group, LLC	Amendment to Marketing Agreement		\$0.00
121803514	IncWorx, Inc. d/b/a IncWorx Consulting	IncWorx, Inc. d/b/a IncWorx Consulting 1901 N. Roselle Rd Suite 800 Schaumburg, IL 60195	PSP Group, LLC	Master Services Agreement for Consulting Services		\$0.00
121900130	Independence Town Center, LLC	Independence Town Center, LLC 6111A Burgundy Hill Drive Burlington, KY 41005	PSP Stores, LLC	Lease, dated 04/24/2014, as amended (Independence, KY)	Independence, KY (0228)	\$0.00
121900135	Indian Creek Commons LLC	Indian Creek Commons LLC c/o Realty Resource Capital Corp 7600 Jericho Turnpike Suite 402 Woodbury, NY 11797	PSP Stores, LLC	Lease, dated 06/17/2014, as amended (Indianapolis, IN)	Indianapolis, IN (Lawrence) (0239)	\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121803518	Indiana Economic Development Corporation	Indiana Economic Development Corporation One North Capitol Avenue Suite 700 Indianapolis, IN 46204-2288	PSP Distribution, LLC	Economic Development For A Growing Economy (Edge) Tax Credit Agreement		\$0.00
121803520	IndiTex Ventures LLC	IndiTex Ventures LLC 6742 FM 2187 Road Sealy, TX 77474	PSP Franchising, LLC	Franchise Agreement, dated 12/30/2020, as renewed or amended (Store #4225 - Houston)		\$0.00
121900146	Inserra Supermarkets, Inc.	Inserra Supermarkets, Inc. 20 Ridge Road Mahwah, NJ 07430	PSP Stores, LLC	Lease, dated 09/01/2015, as amended (Wallington, NJ)	Wallington, NJ (4028)	\$0.00
121803577	Intelligent Direct, Inc.	Intelligent Direct, Inc. 10 First Street Wellsboro, PA 16901	Franchise Group, Inc.	Web Application Agreement		\$0.00
121803613	International Franchise Professionals Group, Inc.	International Franchise Professionals Group, Inc. 499 Ernston Road Suite B9 Parlin, NJ 08859	PSP Franchising, LLC	Non Exclusive Referral Agreement		\$395.00
121803617	Intersand America Corp.	Intersand America Corp. 1880 Great Western Drive Windsor, CO 80550	Pet Supplies "Plus", LLC	OdourLock® Technology Study Agreement		\$0.00
121803618	Intersand America Corp.	Intersand America Corp. 1880 Great Western Drive Windsor, CO 80550	PSP Group, LLC	Private Brand Products Agreement		\$0.00
121803643	Iron Mountain Information Management, Inc.	Iron Mountain Information Management, Inc. 1101 Enterprise Drive Royersford, PA 19468	Pet Supplies "Plus", LLC	Customer Agreement		\$0.00
121803661	Iscott Enterprises, Inc.	Iscott Enterprises, Inc. 2649 E Grand River Ave Howell, MI 48843-8589	PSP Franchising, LLC	Franchise Agreement, dated 12/12/2002, as renewed or amended (Store #135 - Howell)		\$0.00
122000211	J & M Franchising, LLC	J & M Franchising, LLC 400 Union Avenue SE, Suite 200 Olympia, WA 98501	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 05/06/2024, as amended or extended (Store 340)	340	\$0.00
121803677	J&C Pet Supply, LLC	J&C Pet Supply, LLC 1095 A Towbin Ave. Lakewood, NJ 08701	PSP Group, LLC	Private Brand Pet Foods Agreement		\$0.00
121803683	J.B. Hunt Transport, Inc.	J.B. Hunt Transport, Inc. 9101 Tonnelle Ave North Bergen, NJ 07047	PSP Distribution, LLC	Dedicated Contract Services Carrier Agreement		\$0.00
121803696	JA Adventurers, LLC	JA Adventurers, LLC 120 East Commons Dr. St. Simon's Island, GA 31522	PSP Franchising, LLC	Franchise Agreement, dated 11/08/2005, as renewed or amended (Store #8032 - Brunswick)		\$0.00
129990010	JA Adventurers, LLC	JA Adventurers, LLC 16121 Haddam Ln Westfield, IN 46062	PSP Franchising, LLC	Franchise Agreement, dated 05/03/2008, as renewed or amended (Store #8036 - St. Mary's)		\$0.00
121900050	Jack W. Eichelberger Trust	Jack W. Eichelberger Trust 3066 Kettering Blvd. Moraine, OH 45439	PSP Stores, LLC	Lease, dated 04/03/1995, as amended (Kettering, OH)	Kettering, OH (0088)	\$959.93
121803709	Jackson Investors, Inc.	Jackson Investors, Inc. c/o Pet Supplies Plus, 1300 MacDade Boulevard Woodlyn, PA 19094	PSP Franchising, LLC	Franchise Agreement, dated 12/12/2014, as renewed or amended (Store #4009 - Woodlyn)		\$0.00
121803713	Jacquard Group Limited	Jacquard Group Limited 82 St John Street London, EC1M 4JN	PSP Group, LLC	Order Form #12		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121802284	James Long (Entity Pending)	James Long (Entity Pending) Address on File	PSP Franchising, LLC	Franchise Agreement, dated 07/21/2021, as renewed or amended (Store #N/A - San Marcos)		\$0.00
121802282	Jamison Liggett (Entity Pending)	Jamison Liggett (Entity Pending) Address on File	PSP Franchising, LLC	Franchise Agreement, dated 08/09/2021, as renewed or amended (Store #N/A - Stonegate/Parker)		\$0.00
122000032	Jensen Beach Station LLC	Jensen Beach Station LLC Attn: Leasing Department 11501 Northlake Drive Cincinnati, OH 45249	Buddy's Newco, LLC	Lease, executed on or about September 2024 (Store 68)	68	\$0.00
121803770	JFI Enterprises, Inc.	JFI Enterprises, Inc. 1366 Whitehouse Ct. Rochester Hills, MI 48306	PSP Franchising, LLC	Franchise Agreement, dated 02/11/1992, as renewed or amended (Store #23 - Oxford)		\$0.00
121803781	JJ International, LLC	JJ International, LLC 24784 High Plateau Court Stone Ridge, VA 20105	PSP Franchising, LLC	Franchise Agreement, dated 12/28/2021, as renewed or amended (Store #4487 - Sterling)		\$0.00
121900173	JLIX Milford Crossing Master Tenant, LLC	JLIX Milford Crossing Master Tenant, LLC PO Box 412638 Boston, MA 02241-2638	PSP Stores, LLC	Lease, dated 10/30/2017, as amended (Milford, MA)	Milford, MA (4161)	\$0.00
122000012	Jochi Investments LLC	Jochi Investments LLC 106 Satsuma Drive ATTN CARMEN CUELLO Altamonte Springs, FL 32714	Buddy's Newco, LLC	Lease Agreement dated May 6, 1991, as amended (Store 24)	24	\$0.00
121803793	Johanneson's of North Dakota	Johanneson's of North Dakota 2301 Johanneson Drive NW Bemidji, MN 56601-4101	PSP Franchising, LLC	Franchise Agreement, dated 09/02/2020, as renewed or amended (Store #4348 - Minot)		\$0.00
121803794	Johanneson's of North Dakota	Johanneson's of North Dakota 2301 Johanneson Drive NW Bemidji, MN 56601-4101	PSP Franchising, LLC	Franchise Agreement, dated 09/10/2023, as renewed or amended (Store #4612 - Bemidji)		\$0.00
121803799	John Squared Capital LLC	John Squared Capital LLC 5 Tennis Terrace Sparta, NJ 07871	PSP Franchising, LLC	Franchise Agreement, dated 11/12/2020, as renewed or amended (Store #4359 - Stanhope)		\$0.00
121803811	Jones Naturals, LLC	Jones Naturals, LLC 4960 28th Ave Rockford, IL 61109	PSP Group, LLC	Private Label Agreement		\$0.00
121900062	Joseph Plaza, LLC	Joseph Plaza, LLC c/o Joseph Brothers Company 4133 Talmadge Road Toledo, OH 43623	PSP Stores, LLC	Business Property Lease, dated 01/31/2012, as amended (Toledo, OH)	Toledo, OH (0014)	\$1,187.36
121803845	JTSS Enterprises, Inc.	JTSS Enterprises, Inc. 15060 Eureka Rd. Southgate, MI 48124	PSP Franchising, LLC	Franchise Agreement, dated 01/22/2014, as renewed or amended (Store #231 - Southgate)		\$0.00
122000219	Kamerade Group, LLC	Kamerade Group, LLC 58 Brookfield Lenox Road Tifton, GA 31794	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/01/2021, as amended or extended (Store 384)	384	\$0.00
122000220	Kamerade Group, LLC	Kamerade Group, LLC 58 Brookfield Lenox Road Tifton, GA 31794	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/01/2021, as amended or extended (Store 385)	385	\$0.00
122000221	Kamerade Group, LLC	Kamerade Group, LLC 58 Brookfield Lenox Road Tifton, GA 31794	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/01/2021, as amended or extended (Store 386)	386	\$0.00
122000222	Kamerade Group, LLC	Kamerade Group, LLC 58 Brookfield Lenox Road Tifton, GA 31794	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/01/2021, as amended or extended (Store 387)	387	\$0.00
122000223	Kamerade Group, LLC	Kamerade Group, LLC 58 Brookfield Lenox Road Tifton, GA 31794	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/01/2021, as amended or extended (Store 472)	472	\$0.00
122000003	Kancov Investment Limited Partnership	Kancov Investment Limited Partnership 27750 STANSBURY, STE 200 FARMINGTON, MI 48334	Buddy's Newco, LLC	Lease Agreement dated February 10, 2014, as amended (Store 15)	15	\$481.16

Assumed Contracts / Lease List

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122000212	KAPPA Investments LLC	KAPPA Investments LLC 1099 Jefferson Drive West Forest, VA 24551	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/01/2023, as amended or extended (Store 1026)	1026	\$0.00
122000213	KAPPA Investments LLC	KAPPA Investments LLC 1099 Jefferson Drive West Forest, VA 24551	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 12/13/2016, as amended or extended (Store 1051)	1051	\$0.00
122000214	KAPPA Investments LLC	KAPPA Investments LLC 1099 Jefferson Drive West Forest, VA 24551	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 12/13/2016, as amended or extended (Store 1061)	1061	\$0.00
122000215	KAPPA Investments LLC	KAPPA Investments LLC 1099 Jefferson Drive West Forest, VA 24551	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 12/13/2016, as amended or extended (Store 418)	418	\$0.00
122000216	KAPPA Investments LLC	KAPPA Investments LLC 1099 Jefferson Drive West Forest, VA 24551	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 12/13/2016, as amended or extended (Store 419)	419	\$0.00
122000217	KAPPA Investments LLC	KAPPA Investments LLC 1099 Jefferson Drive West Forest, VA 24551	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 02/10/2022, as amended or extended (Store 429)	429	\$0.00
122000218	KAPPA Investments LLC	KAPPA Investments LLC 1099 Jefferson Drive West Forest, VA 24551	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 12/17/2022, as amended or extended (Store 438)	438	\$0.00
121803895	KC's House, LLC	KC's House, LLC 208 St. James Avenue, Suite B Goose Creek, SC 29445	PSP Franchising, LLC	Franchise Agreement, dated 08/05/2019, as renewed or amended (Store #4295 - Charleston East/Mount Pleasant)		\$0.00
121803921	Kenbo, LLC	Kenbo, LLC 20525 N Plumwood Drive Kildeer, IL 60047	PSP Franchising, LLC	Franchise Agreement, dated 05/15/2024, as renewed or amended (Store #4319 - Wauconda)		\$0.00
121802275	Kenneth Crowder (Entity Pending)	Kenneth Crowder (Entity Pending) Address on File	PSP Franchising, LLC	Franchise Agreement, dated 10/16/2024, as renewed or amended (Store #N/A - Charlotte)		\$0.00
121900137	Kercheval Owner LLC	Kercheval Owner LLC c/o Versa Real Estate, LLC 326 E. Fourth Street Suite 200 Rotal Oak, MI 48067	PSP Stores, LLC	Lease Agreement, dated 08/25/2014, as amended (Grosse Pointe, MI)	Grosse Pointe, MI (0242)	\$1,981.75
121900024	Kerrville Dorado Partners, LLC	Kerrville Dorado Partners, LLC c/o Dorado Development Co. 19787 West Interstate 10 Suite 201 San Antonio, TX 78257	Pet Supplies "Plus", LLC	Lease, dated 04/20/2005, as amended (Kerrville, TX)	Kerrville, TX	\$637.16
121803925	Kessel Enterprises, LLC	Kessel Enterprises, LLC G-7750 South Saginaw St., Suite #5 Grand Blanc, MI 48439	PSP Franchising, LLC	Franchise Agreement, dated 04/02/1992, as renewed or amended (Store #19 - Owosso)		\$0.00
121803926	Kessel Enterprises, LLC	Kessel Enterprises, LLC G-7750 South Saginaw St., Suite #5 Grand Blanc, MI 48439	PSP Franchising, LLC	Franchise Agreement, dated 04/02/1992, as renewed or amended (Store #21 - Grand Blanc)		\$0.00
121803927	Kessel Enterprises, LLC	Kessel Enterprises, LLC G-7750 South Saginaw St., Suite #5 Grand Blanc, MI 48439	PSP Franchising, LLC	Franchise Agreement, dated 07/03/1992, as renewed or amended (Store #24 - Mount Morris)		\$0.00
121803928	Kessel Enterprises, LLC	Kessel Enterprises, LLC G-7750 South Saginaw St., Suite #5 Grand Blanc, MI 48439	PSP Franchising, LLC	Franchise Agreement, dated 05/04/1998, as renewed or amended (Store #105 - Bay City)		\$0.00
121803929	Kessel Enterprises, LLC	Kessel Enterprises, LLC G-7750 South Saginaw St., Suite #5 Grand Blanc, MI 48439	PSP Franchising, LLC	Franchise Agreement, dated 10/18/2001, as renewed or amended (Store #127 - Saginaw)		\$0.00
121803930	Kessel Enterprises, LLC	Kessel Enterprises, LLC G-7750 South Saginaw St., Suite #5 Grand Blanc, MI 48439	PSP Franchising, LLC	Franchise Agreement, dated 08/22/2007, as renewed or amended (Store #177 - Petoskey)		\$0.00

Assumed Contracts / Lease List

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121803931	Kessel Investment Company, LLC	Kessel Investment Company, LLC G-7750 South Saginaw St., Suite #5 Grand Blanc, MI 48439	PSP Franchising, LLC	Franchise Agreement, dated 07/16/2018, as renewed or amended (Store #130 - Washington Twp.)		\$0.00
121803932	Kessel Investment Company, LLC	Kessel Investment Company, LLC G-7750 South Saginaw St., Suite #5 Grand Blanc, MI 48439	PSP Franchising, LLC	Franchise Agreement, dated 12/18/2017, as renewed or amended (Store #175 - Rochester Hills)		\$0.00
121803933	Kessel Investment Company, LLC	Kessel Investment Company, LLC G-7750 South Saginaw St., Suite #5 Grand Blanc, MI 48439	PSP Franchising, LLC	Franchise Agreement, dated 12/23/2010, as renewed or amended (Store #201 - Sault Ste Marie)		\$0.00
121803934	Kessel Investment Company, LLC	Kessel Investment Company, LLC G-7750 South Saginaw St., Suite #5 Grand Blanc, MI 48439	PSP Franchising, LLC	Franchise Agreement, dated 03/31/2014, as renewed or amended (Store #236 - Gaylord)		\$0.00
121803960	Kids First Toys Co., Ltd	Kids First Toys Co., Ltd No.39 Dazhou Road Yuhuatai District Nanjing City, 210012	PSP Group, LLC	Private Brand Products Agreement		\$0.00
121900056	KIN Properties, Inc.	KIN Properties, Inc. Attn: General Counsel 185 NW Spanish River Blvd. Suite 100 Boca Raton, FL 33431	PSP Stores, LLC	Lease, dated 04/21/1997, as amended (Whitehall, PA)	Whitehall, PA (9026)	\$167.20
121900171	King City Improvements, LLC	King City Improvements, LLC c/o DLC Management Corporation 565 Taxter Road Suite 400 Elmsford, NY 10523	PSP Stores, LLC	Lease Agreement, dated 08/04/2017, as amended (Mount Vernon, IL)	Mount Vernon, IL (4153)	\$0.00
121803988	King Hammy I, LLC	King Hammy I, LLC 12505 Memorial Drive, Suite 330 Houston, TX 77024-6051	PSP Franchising, LLC	Franchise Agreement, dated 03/12/2021, as renewed or amended (Store #4427 - Missouri City)		\$0.00
121803989	King Hammy II, LLC	King Hammy II, LLC 12505 Memorial Drive, Suite 330 Houston, TX 77024-6051	PSP Franchising, LLC	Franchise Agreement, dated 05/27/2021, as renewed or amended (Store #4434 - Pearland)		\$0.00
122000036	Kingsville Retail Group, LP	Kingsville Retail Group, LP PO Box 204391 Attn: John O'Shaughnessy Austin, TX 78720	Buddy's Newco, LLC	Commercial Lease dated August 9, 2013, as amended (Store 1024)	1024	\$300.00
121802287	Kiran Patel (Entity Pending)	Kiran Patel (Entity Pending) Address on File	PSP Franchising, LLC	Franchise Agreement, dated 01/10/2023, as renewed or amended (Store #N/A - Woodbridge)		\$0.00
121804025	KLS Pets, LLC	KLS Pets, LLC 602 Bainbridge Drive Mullica Hill, NJ 08062	PSP Franchising, LLC	Franchise Agreement, dated 01/17/2024, as renewed or amended (Store #4634 - West Deptford)		\$0.00
121900079	KNM Lee Properties LLC	KNM Lee Properties LLC 999 High Street Wadsworth, OH 44281	PSP Stores, LLC	Lease, dated 07/01/2008, as amended (Mansfield, OH)	Mansfield, OH (0106)	\$0.00
121804039	KonaTex Ventures, LLC	KonaTex Ventures, LLC 7911 Appomattox Drive Austin, TX 78745	PSP Franchising, LLC	Franchise Agreement, dated 05/13/2021, as renewed or amended (Store #4432 - Austin)		\$0.00
121804084	KS Pet Retail Five, LLC	KS Pet Retail Five, LLC 770 W. Bedford Euless Rd. Hurst, TX 76053	PSP Franchising, LLC	Franchise Agreement, dated 01/11/2018, as renewed or amended (Store #4168 - Overland Park)		\$0.00
121900217	KSL Realty North Providence LLC	KSL Realty North Providence LLC 1403 Douglas Avenue North Providence, RI 02908	PSP Stores, LLC	Lease, dated 10/01/2006, as amended (North Providence, RI)	North Providence, RI (9010)	\$0.00
121804089	Kuhl Business Concepts, LLC	Kuhl Business Concepts, LLC 8286 E Tumbleweed Drive Scottsdale, AZ 85266	PSP Franchising, LLC	Franchise Agreement, dated 12/21/2022, as renewed or amended (Store #4406 - Phoenix)		\$0.00
121804105	K-Zoo Pet, Inc.	K-Zoo Pet, Inc. 5062 Colony Woods Dr. Kalamazoo, MI 49009	PSP Franchising, LLC	Franchise Agreement, dated 02/10/2006, as renewed or amended (Store #170 - Kalamazoo)		\$0.00

Assumed Contracts / Lease List

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121900092	Lakewood (Ohio) Station LLC	Lakewood (Ohio) Station LLC c/o Phillips Edison & Co. 11501 Northlake Drive Cincinnati, OH 45249	PSP Stores, LLC	Retail Space Lease, dated 02/16/2011, as amended (Lakewood, OH)	Lakewood, OH (0128)	\$0.00
121804174	Ledgers Pantry, LLC	Ledgers Pantry, LLC 14090 FM 2920, Ste. G551 Tomball, TX 77377	PSP Franchising, LLC	Franchise Agreement, dated 10/14/2022, as renewed or amended (Store #4542 - Eldersburg)		\$0.00
121804175	LeFort Pet Supplies, Inc.	LeFort Pet Supplies, Inc. 1548 Breezeridge Dr. Des Peres, MO 63131	PSP Franchising, LLC	Franchise Agreement, dated 02/28/2014, as renewed or amended (Store #241 - Warson Woods)		\$0.00
121804182	Left Moon Consulting Group LLC	Left Moon Consulting Group LLC 478 Sylvester Trail Highlands Ranch, CO 80129	WNW Franchising, LLC	Franchise Agreement, dated 10/10/2022, as renewed (Store #3009 - Highlands Ranch)		\$0.00
121804183	LegacyPets Inc.	LegacyPets Inc. 98 N Floral Leaf Cir The Woodlands, TX 77381	PSP Franchising, LLC	Franchise Agreement, dated 04/17/2020, as renewed or amended (Store #4321 - Conroe)		\$0.00
121804186	Lehigh Valley Industrial Park Lot 4 Owner, LLC	Lehigh Valley Industrial Park Lot 4 Owner, LLC BCDPF Radar Distribution Center LLC c/o Ares 1200 17th Street Suite 2900 Denver, CO 80202	Pet Supplies "Plus", LLC	First Amednment to Lease	PA Distribution Center	\$0.00
121804187	Lehigh Valley Industrial Park Lot 4 Owner, LLC BCDPF Radar Distribution Center LLC Miles Tedder Matt Devitt	Lehigh Valley Industrial Park Lot 4 Owner, LLC BCDPF Radar Distribution Center LLC Miles Tedder Matt Devitt P.O. Box 9183433 Chicago, IL 60691-3433	Pet Supplies "Plus", LLC	Property Sale and Lease Assignment Notification	PA Distribution Center	\$0.00
121804203	Level 10, LLC	Level 10, LLC 2495 Pembroke Ave. Hoffman Estates, IL 60169	Pet Supplies "Plus", LLC	Project Change Request		\$22,289.78
121804227	Level 10, LLC	Level 10, LLC 2495 Pembroke Ave. Hoffman Estates, IL 60169	PSP Stores, LLC	Sales Order Confirmation		\$0.00
129990271	LexisNexis , a division of RELX Inc.	LexisNexis , a division of RELX Inc. 1801 Varsity Drive Raleigh, NC 27606	American Freight Outlet Stores, LLC	MSA, dated November 30, 2024		\$0.00
121900219	LGM Equities, LLC	LGM Equities, LLC c/o Milbrook Properties Ltd. 42 Bayview Ave. Manhasset, NY 11030	PSP Stores, LLC	Lease, dated 10/01/2009, as amended (West Hempstead, NY)	West Hempstead , NY (9016)	\$0.00
121804236	LH Bolingbrook Weber, L.L.C.	LH Bolingbrook Weber, L.L.C. c/o National Shopping Plazas, Inc., 200 W. Madison St., Suite 4200 Chicago, IL 60606	PSP Franchising, LLC	Franchise Agreement, dated 03/30/2022, as renewed or amended (Store #4515 - Bolingbrook)		\$0.00
121804239	LH Crystal Lake, L.L.C.	LH Crystal Lake, L.L.C. c/o National Shopping Plazas, Inc., 200 W. Madison St., Suite 4200 Chicago, IL 60606	PSP Franchising, LLC	Franchise Agreement, dated 10/09/2017, as renewed or amended (Store #4160 - Crystal Lake)		\$0.00
121804240	LH Grayslake, L.L.C.	LH Grayslake, L.L.C. c/o National Shopping Plazas, Inc., 200 W. Madison St., Suite 4200 Chicago, IL 60606	PSP Franchising, LLC	Franchise Agreement, dated 03/30/2022, as renewed or amended (Store #4516 - Grayslake)		\$0.00
121804241	LH Homer Glen, L.L.C.	LH Homer Glen, L.L.C. c/o National Shopping Plazas, Inc., 200 W. Madison St., Suite 4200 Chicago, IL 60606	PSP Franchising, LLC	Franchise Agreement, dated 08/28/2018, as renewed or amended (Store #4196 - Homer Glen)		\$0.00

Assumed Contracts / Lease List

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121804242	LH LaPorte, L.L.C.	LH LaPorte, L.L.C. c/o National Shopping Plazas, Inc., 200 W. Madison St., Suite 4200 Chicago, IL 60606	PSP Franchising, LLC	Franchise Agreement, dated 09/26/2016, as renewed or amended (Store #4087 - La Porte)		\$0.00
121804243	LH Plainfield, L.L.C	LH Plainfield, L.L.C c/o National Shopping Plazas, Inc., 200 W. Madison St., Suite 4200 Chicago, IL 60606	PSP Franchising, LLC	Franchise Agreement, dated 11/17/2015, as renewed or amended (Store #4037 - Plainfield)		\$0.00
121804244	LH Villa Park, L.L.C.	LH Villa Park, L.L.C. c/o National Shopping Plazas, Inc., 200 W. Madison St., Suite 4200 Chicago, IL 60606	PSP Franchising, LLC	Franchise Agreement, dated 09/17/2007, as renewed or amended (Store #72 - Villa Park)		\$0.00
121804245	Li & FUNG (TRADING) LIMITED	Li & FUNG (TRADING) LIMITED LiFung Tower 888 Cheung Sha Wan Road Kowloon,	PSP Group, LLC	Buying Agency Agreement		\$0.00
121900113	Lincoln Grace Investments, LLC	Lincoln Grace Investments, LLC c/o Washington Properties, Inc. 400 Skokie Blvd. Suite 425 Northbrook, IL 60062	PSP Stores, LLC	Lease Agreement, dated 09/15/2011, as amended (Chicago, IL)	Chicago, IL (0205)	\$2,518.87
121900167	Linear Retail #9 LLC	Linear Retail #9 LLC c/o Linear Retail Properties, LLC 77 South Bedford Street Suite 401 Burlington, MA 01803	PSP Stores, LLC	Lease, dated 04/10/2017, as amended (Nashua, NH)	Nashua, NH (4137)	\$652.60
121900235	Linear Retail Waltham #1 LLC	Linear Retail Waltham #1 LLC c/o Linear Retail Properties, LLC 77 South Bedford Street Suite 401 Burlington, MA 01803	PSP Stores, LLC	Lease, dated 03/20/2013, as amended (Waltham, MA)	Waltham, MA (9064)	\$722.00
121804312	Little Paws, LLC	Little Paws, LLC 7911 Platinum Ct. Boerne, TX 78015	PSP Franchising, LLC	Franchise Agreement, dated 08/23/2021, as renewed or amended (Store #4472 - Boerne)		\$0.00
122000224	Lively Holdings, LLC	Lively Holdings, LLC 1170 Clover Hill Lane Elgin, IL 60120	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 03/20/2024, as amended or extended (Store 482)	482	\$0.00
121804392	Love Your Neighbor Well, LLC	Love Your Neighbor Well, LLC 10804 Bridgeport Drive Temple, TX 76502	PSP Franchising, LLC	Franchise Agreement, dated 03/09/2024, as renewed or amended (Store #4635 - Temple)		\$0.00
121804409	Lucid Software Inc.	Lucid Software Inc. 10355 S Jordan Gateway #150 South Jordan, UT 84095	PSP Group, LLC	Lucid Order Form		\$0.00
121804411	Lukaluk, LLC	Lukaluk, LLC 5985 Chester Way Denver, CO 80238	PSP Franchising, LLC	Franchise Agreement, dated 03/28/2023, as renewed or amended (Store #4597 - Green Valley Ranch)		\$0.00
121804423	M & A Ventures	M & A Ventures c/o REPAY 3 West Paces Ferry Road Suite 200 Atlanta, GA 30309	Buddy's Newco, LLC	Electronic Payment Contract		\$0.00
121804432	M.I. Industries, Incorporated	M.I. Industries, Incorporated 55 Westport Drive Suite 200 St. Louis, MO 63145	PSP Group, LLC	Freezer Agreement		\$0.00
121804434	M3 Ventures #4091, LLC	M3 Ventures #4091, LLC c/o 191 Alps Rd., Suite 13-A Athens, GA 30606	PSP Franchising, LLC	Franchise Agreement, dated 12/15/2016, as renewed or amended (Store #4091 - Warner Robins)		\$0.00
121804435	M3 Ventures #4105, LLC	M3 Ventures #4105, LLC c/o 191 Alps Rd., Suite 13-A Athens, GA 30606	PSP Franchising, LLC	Franchise Agreement, dated 03/21/2017, as renewed or amended (Store #4105 - Macon)		\$0.00

Assumed Contracts / Lease List

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121804436	M3 Ventures #8024, LLC	M3 Ventures #8024, LLC c/o 191 Alps Rd., Suite 13-A Athens, GA 30606	PSP Franchising, LLC	Franchise Agreement, dated 10/06/2010, as renewed or amended (Store #8024 - Asheville)		\$0.00
121804437	M3 Ventures #8029, LLC	M3 Ventures #8029, LLC c/o 191 Alps Rd., Suite 13-A Athens, GA 30606	PSP Franchising, LLC	Franchise Agreement, dated 10/01/2004, as renewed or amended (Store #8029 - Athens)		\$0.00
121804438	M3 Ventures #8034, LLC	M3 Ventures #8034, LLC c/o 191 Alps Rd., Suite 13-A Athens, GA 30606	PSP Franchising, LLC	Franchise Agreement, dated 06/07/2007, as renewed or amended (Store #8034 - Carrollton)		\$0.00
121804440	MAAK Corp.	MAAK Corp. 7907 Sendero Ridge Fair Oaks Ranch, TX 78015	WNW Franchising, LLC	Franchise Agreement, dated 10/25/2024 (Store #3041 - San Antonio)		\$0.00
121804454	Madison Avery Partners, LLC	Madison Avery Partners, LLC c/o Pet Supplies Plus, 1300 MacDade Boulevard Woodlyn, PA 19094	PSP Franchising, LLC	Franchise Agreement, dated 12/10/2019, as renewed or amended (Store #4286 - Cherry Hill)		\$0.00
121804455	Madjef, Inc.	Madjef, Inc. 45 Longview Dr. Scarsdale, NY 10583	PSP Franchising, LLC	Franchise Agreement, dated 08/25/2014, as renewed or amended (Store #4056 - Yorktown Heights)		\$0.00
121804461	Magnifico Pet Holdings, LLC	Magnifico Pet Holdings, LLC c/o Pet Supplies Plus, 1300 MacDade Boulevard Woodlyn, PA 19094	PSP Franchising, LLC	Franchise Agreement, dated 09/13/2022, as renewed or amended (Store #4545 - Bradenton)		\$0.00
122000225	Magnolia Furniture, Inc.	Magnolia Furniture, Inc. 8848 Daves Lake Road South Mobile, AL 36619	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/27/2013, as amended or extended (Store 380)	380	\$0.00
122000226	Magnolia Furniture, Inc.	Magnolia Furniture, Inc. 8848 Daves Lake Road South Mobile, AL 36619	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 04/16/2015, as amended or extended (Store 499)	499	\$0.00
121804477	Main Street Pet Supply, LLC	Main Street Pet Supply, LLC 31500 Northwestern Highway, Suite 175 Farmington Hills, MI 48334	PSP Franchising, LLC	Franchise Agreement, dated 10/01/2020, as renewed or amended (Store #65 - Ann Arbor)		\$0.00
121804523	Manhattan Associates, Inc.	Manhattan Associates, Inc. 2300 Windy Ridge Parkway 10th Floor Atlanta, GA 30339	PSP Distribution, LLC	SaaS Services Agreement		\$279,448.55
121804545	MANNimals, Inc.	MANNimals, Inc. 2517 2nd Avenue West Seattle, WA 98119	PSP Franchising, LLC	Franchise Agreement, dated 02/14/2023, as renewed or amended (Store #4628 - Burlington)		\$0.00
121804552	Marchan Enterprise, LLC	Marchan Enterprise, LLC Corporation Trust Center, 1209 Orange Street Wilmington, DE 19801	PSP Franchising, LLC	Franchise Agreement, dated 05/13/2019, as renewed or amended (Store #4246 - Berwyn)		\$0.00
121900231	Margand Enterprises, LLC	Margand Enterprises, LLC 1680 Route 23 Suite 330 Wayne, NJ 07470	PSP Stores, LLC	Lease, dated 06/18/2012, as amended (Fair Lawn, NJ)	Fair Lawn, NJ (9056)	\$0.00
121804557	MaRick Inc.	MaRick Inc. 566 Fiesta Court Fairfield, CA 94533	PSP Franchising, LLC	Franchise Agreement, dated 12/31/2020, as renewed or amended (Store #4229 - Vacaville)		\$0.00
121804573	MarketSpark, Inc.	MarketSpark, Inc. 750 B Street Suite 2750 San Diego, CA 92101	PSP Group, LLC	MarketSpark Master Service Agreement		\$0.00
121804575	Marla Enterprise, LLC	Marla Enterprise, LLC Corporation Trust Center, 1209 Orange Street Wilmington, DE 19801	PSP Franchising, LLC	Franchise Agreement, dated 03/12/2019, as renewed or amended (Store #4245 - Southampton)		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121804582	Marmaduke's Munchies, LLC	Marmaduke's Munchies, LLC 9011 Sendera Dr. Magnolia, TX 77354	PSP Franchising, LLC	Franchise Agreement, dated 11/06/2020, as renewed or amended (Store #4358 - Kingwood)		\$0.00
121804586	Marshfield Pets, LLC	Marshfield Pets, LLC 2295 Spring Rose Road Verona, WI 53593	PSP Franchising, LLC	Franchise Agreement, dated 04/07/2021, as renewed or amended (Store #4428 - Marshfield)		\$0.00
121804632	Maverick Pets, LLC	Maverick Pets, LLC 4068 Lenox Drive Cincinnati, OH 45245	PSP Franchising, LLC	Franchise Agreement, dated 03/23/2023, as renewed or amended (Store #4592 - Milford)		\$0.00
121804633	Max Bull, Inc.	Max Bull, Inc. 14240 Imboden Rd. Hudson, CO 80642	PSP Franchising, LLC	Franchise Agreement, dated 10/02/2019, as renewed or amended (Store #4281 - Arvada)		\$0.00
121804634	Max Pets Supplies, LLC	Max Pets Supplies, LLC 2214 Cortona Mist San Antonio, TX 78260	PSP Franchising, LLC	Franchise Agreement, dated 02/15/2024, as renewed or amended (Store #4638 - San Antonio)		\$0.00
121900047	Mayrich III, Ltd.	Mayrich III, Ltd. 761 East 200th Street Euclid, Oh 44119	PSP Stores, LLC	Lease Agreement, dated 03/31/2009, as amended (Lyndhurst, OH)	Lyndhurst, OH (0083)	\$2,112.62
122000026	MBABJB Holdings LLC	MBABJB Holdings LLC 2425 Pineapple Ave #108 Melbourne, FL 32935	Buddy's Newco, LLC	Lease Agreement dated March 3, 2011, as amended (Store 47)	47	\$338.60
121804648	McCabe Way Irvine LLC Mileski Living Trust	McCabe Way Irvine LLC Mileski Living Trust 1971 W 190TH STREET SUITE 100 TORRANCE, CA 90504	PSP Distribution, LLC	Amended and Restated Building Lease		\$0.00
121804649	MCCABE WAY IRVINE, LLC	MCCABE WAY IRVINE, LLC 1971 W 190TH STREET SUITE 100 TORRANCE, CA 90504	PSP Distribution, LLC	First Amendment to the Amended and Restated Building Lease		\$0.00
121804650	McCabe Way Irvine, LLC	McCabe Way Irvine, LLC 1971 W 190TH STREET SUITE 100 TORRANCE, CA 90504	PSP Distribution, LLC	HVAC Replacement Agreement		\$0.00
121804658	McPetso, Inc.	McPetso, Inc. 33300 Five Mile Road, Suite 200 Livonia, MI 48154	PSP Franchising, LLC	Franchise Agreement, dated 11/29/2000, as renewed or amended (Store #118 - Fenton)		\$0.00
121900206	Meadowbrook Shopping Center Associates, LLC	Meadowbrook Shopping Center Associates, LLC 30600 Northwestern Suite 430 Farmington Hills, MI 48334	PSP Stores, LLC	Lease, dated 06/24/2013, as amended (Novi, MI)	Novi, MI (4557)	\$0.00
121804689	Mega Kyon Inc.	Mega Kyon Inc. 64 N Mill Street Hopkinton, MA 01748	PSP Franchising, LLC	Franchise Agreement, dated 08/03/2021, as renewed or amended (Store #4471 - Attleboro)		\$0.00
121804693	Melian Labs Inc. dba MyTime	Melian Labs Inc. dba MyTime 600 California Street 11F San Francisco, CA 94108	PSP Group, LLC	First Amendment to Master Services Agreement		\$0.00
121804715	Metro East PSP	Metro East PSP 664 Royal Crest Way O'Fallon, IL 62269	PSP Franchising, LLC	Franchise Agreement, dated 06/26/2023, as renewed or amended (Store #4619 - O'Fallon)		\$0.00
121900241	MFB Glenville, LLC	MFB Glenville, LLC RD Management LLC 810 Seventh Avenue 10th floor New York, NY 10019	PSP Stores, LLC	Lease, dated 02/23/2014, as amended (Glenville, NY)	Glenville, NY (9076)	\$919.34
121804720	MIA of South Carolina, LLC	MIA of South Carolina, LLC 208 St. James Avenue, Suite B Goose Creek, SC 29445	PSP Franchising, LLC	Franchise Agreement, dated 07/10/2020, as renewed or amended (Store #4329 - Murrell's Inlet)		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
129900061	Michelle Lambert (Entity Pending)	Michelle Lambert (Entity Pending) Corporation Trust Center 1209 Orange Street Wilmington, DE 19801	PSP Franchising, LLC	Franchise Agreement, dated 03/04/2019, as renewed or amended (Store #N/A - N/A)		\$0.00
121804732	Michiana Pets, Inc.	Michiana Pets, Inc. 5062 Colony Woods Dr. Kalamazoo, MI 49009	PSP Franchising, LLC	Franchise Agreement, dated 10/14/2005, as renewed or amended (Store #166 - Goshen)		\$0.00
121804733	Michigan Office Solutions (MOS)	Michigan Office Solutions (MOS) 40000 Grand River Ave. Ste 500 Novi, MI 48375	PSP Stores, LLC	Guaranteed Maintenance Agreement (GMA)		\$0.00
121804737	Michigan Office Solutions Integrity One Technologies	Michigan Office Solutions Integrity One Technologies 801 N Capitol Ave Indianapolis, IN 46204	PSP Stores, LLC	Customer Authorization for Equipment Removal, Disposal, Freight Return and Buyout Expectations		\$0.00
121804738	Michigan Office Solutions, Inc. (Xerox Business Solutions Midwest)	Michigan Office Solutions, Inc. (Xerox Business Solutions Midwest) 40000 Grand River Ave. Ste 500 Novi, MI 48375	Pet Supplies "Plus", LLC	Sales and Service Agreement		\$0.00
121804740	Microsoft	Microsoft 6880 Sierra Center Parkway Reno, NV 89511	PSP Group, LLC	Microsoft Enterprise Enrollment		\$0.00
121804742	Microsoft	Microsoft 6880 Sierra Center Parkway Reno, NV 89511	PSP Group, LLC	Enterprise Renewal Form		\$0.00
121804741	Microsoft	Microsoft 6880 Sierra Center Parkway Reno, NV 89511	PSP Group, LLC	Amendment to Contract Documents		\$0.00
121804744	Microsoft	Microsoft 6880 Sierra Center Parkway Reno, NV 89511	PSP Group, LLC	Enterprise Update Statement		\$0.00
121804746	Microsoft Corporation	Microsoft Corporation 6880 Sierra Center Parkway Reno, NV 89511	PSP Group, LLC	Microsoft Volume Licensing Agreement		\$1,095,666.86
121804745	Microsoft Corporation	Microsoft Corporation 6880 Sierra Center Parkway Reno, NV 89511	Pet Supplies "Plus", LLC	Purchase Order for Additional Premier Support Hours		\$0.00
121804750	Microsoft Licensing, GP	Microsoft Licensing, GP 1401 Elm Street 5th Floor Dallas, TX 75202	PSP Group, LLC	Purchase Order for True-Up EA for Additional Licenses		\$0.00
122000227	MID Atlantic RTO, LLC	MID Atlantic RTO, LLC 106 Umbrella Place Jupiter, FL 33458	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 02/16/2022, as amended or extended (Store 502)	502	\$0.00
122000228	MID Atlantic RTO, LLC	MID Atlantic RTO, LLC 106 Umbrella Place Jupiter, FL 33458	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 09/03/2015, as amended or extended (Store 501)	501	\$0.00
121804757	Midtown Business Partners LLC	Midtown Business Partners LLC 1218 Hazel Tulsa, OK 74114	PSP Franchising, LLC	Franchise Agreement, dated 10/04/2022, as renewed or amended (Store #4355 - Tulsa)		\$0.00
121900090	Midway Market Square Elyria LLC	Midway Market Square Elyria LLC c/o Madison Properties 3611 14th Ave. Suite 420 Brooklyn, NY 11218	PSP Stores, LLC	Lease, dated 04/16/2001, as amended (Elyria, OH)	Elyria, OH (0123)	\$0.00
121804758	Midwestern Pet Foods, Inc.	Midwestern Pet Foods, Inc. 9634 Hedden Road Evansville, IN 47725	PSP Group, LLC	Limited Channel Exclusivity Agreement		\$0.00

Assumed Contracts / Lease List

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121804774	Mission Pets	Mission Pets 986 Mission Street 5th Floor San Francisco, CA 94103	PSP Group, LLC	Private Brand Products Agreement		\$0.00
121804781	MJC Enterprises, Inc.	MJC Enterprises, Inc. 42241 Garfield Rd. Clinton Township, MI 48038	PSP Franchising, LLC	Franchise Agreement, dated 02/20/1991, as renewed or amended (Store #8 - Clinton Twp)		\$0.00
121804784	MJQ Enterprises, Inc.	MJQ Enterprises, Inc. 2501 Pennington Place Valparaiso, IN 46383	PSP Franchising, LLC	Franchise Agreement, dated 12/18/2002, as renewed or amended (Store #129 - Valparaiso)		\$0.00
121804795	MO Pet Retail Three, LLC	MO Pet Retail Three, LLC 770 W. Bedford Euless Rd. Hurst, TX 76053	PSP Franchising, LLC	Franchise Agreement, dated 08/30/2017, as renewed or amended (Store #4158 - Lee's Summit)		\$0.00
121804796	MO Pet Retail Two, LLC	MO Pet Retail Two, LLC 770 W. Bedford Euless Rd. Hurst, TX 76053	PSP Franchising, LLC	Franchise Agreement, dated 01/11/2018, as renewed or amended (Store #4167 - Kansas City)		\$0.00
121804807	Monona Pets, LLC	Monona Pets, LLC 2295 Spring Rose Road Verona, WI 53593	PSP Franchising, LLC	Franchise Agreement, dated 04/17/2023, as renewed or amended (Store #4595 - Monona)		\$0.00
121900080	Monroe Triple Net, LLC	Monroe Triple Net, LLC c/o Epic Property Management 12863 Eureka Rd. Southgate, MI 48195	PSP Stores, LLC	Lease, dated 03/05/2004, as amended (Monroe, MI)	Monroe, MI (0108)	\$0.00
121900000	Moody's	Moody's 7 World Trade Center at 250 Greenwich Street New York, NY 10007	Franchise Group, Inc.	Application for Moody's Rating Assessment Service by Franchise Group		\$129,643.84
121900009	Mount Pleasant Investments, LLC	Mount Pleasant Investments, LLC c/o Synergy Property Management 5007 S Howell Avenue Suite 115 Milwaukee, WI 53207	Pet Supplies "Plus", LLC	Lease Agreement, dated 09/08/1994, as amended (Racine, WI)	Racine, WI (0075)	\$0.00
121804828	Mountain Country Pet Care-LLC	Mountain Country Pet Care-LLC 201 Industrial Okeene, OK 73763	PSP Group, LLC	Private Brand Pet Foods Agreement		\$0.00
121900163	MOUNTAIN LAUREL PLAZA ASSOCIATES	MOUNTAIN LAUREL PLAZA ASSOCIATES c/o Oxford Development Company, Property Manager 301 Grant Street Suite 4500 Pittsburgh, PA 15219	PSP Stores, LLC	Lease, dated 01/11/2016, as amended (Latrobe, PA)	Latrobe, PA (4097)	\$0.00
121804831	Movable, Inc.	Movable, Inc. 5 Bryant Park (1065 Sixth Avenue) 9th Floor New York, NY 10018	PSP Franchising, LLC	Movable, Inc. Change Order Form		\$0.00
121804835	Moysestra Enterprises, Inc.	Moysestra Enterprises, Inc. 80 Valley View Terrace Montvale, NJ 07645	PSP Franchising, LLC	Franchise Agreement, dated 04/07/2015, as renewed or amended (Store #4003 - Hillsdale)		\$0.00
121804836	MPM Belmont,, LLC	MPM Belmont,, LLC 19154 Rosemary Road Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 12/18/2023, as renewed or amended (Store #4289 - Belmont)		\$0.00
121804837	MPM Gastonia, LLC	MPM Gastonia, LLC 19154 Rosemary Road Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 12/18/2023, as renewed or amended (Store #4272 - Gastonia)		\$0.00
121804838	MPM Greensboro, LLC	MPM Greensboro, LLC 19154 Rosemary Road Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 07/29/2021, as renewed or amended (Store #4461 - Greensboro)		\$0.00
121804839	MPM Pecan, LLC	MPM Pecan, LLC 19154 Rosemary Road Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 02/21/2017, as renewed or amended (Store #4109 - Charlotte)		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121804840	MPM Retail Holdings, LLC	MPM Retail Holdings, LLC 19154 Rosemary Road Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 12/13/2011, as renewed or amended (Store #8052 - Charlotte)		\$0.00
121804841	MPMFM, LLC	MPMFM, LLC 19154 Rosemary Road Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 07/02/2018, as renewed or amended (Store #4189 - Fort Mill)		\$0.00
121804842	MPMRH, LLC	MPMRH, LLC 19154 Rosemary Road Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 10/31/2018, as renewed or amended (Store #4107 - Rock Hill)		\$0.00
121804843	MPMSC, LLC	MPMSC, LLC 19154 Rosemary Road Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 07/14/2015, as renewed or amended (Store #4018 - Charlotte)		\$0.00
121804844	Mr Dark PSP, LLC	Mr Dark PSP, LLC 4688 N. Arrow Villa Way Boise, ID 83703	PSP Franchising, LLC	Franchise Agreement, dated 10/30/2022, as renewed or amended (Store #4331 - Lehi)		\$0.00
121804845	Mr Dark PSP, LLC	Mr Dark PSP, LLC 4688 N. Arrow Villa Way Boise, ID 83703	PSP Franchising, LLC	Franchise Agreement, dated 03/19/2021, as renewed or amended (Store #4423 - Garden City)		\$0.00
121900220	MRV Dickson City, LLC	MRV Dickson City, LLC c/o Integrated Properties, Inc. P.O. Box 988 Sudbury, MA 01776	PSP Stores, LLC	Lease, dated 1/7/2020, as amended (Scranton, PA)	Scranton, PA (9022)	\$0.00
122000229	MTM Ventures, LLC	MTM Ventures, LLC 1116 Patton Avenue Asheville, NC 28806	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 05/16/2022, as amended or extended (Store 474)	474	\$0.00
122000230	MTM Ventures, LLC	MTM Ventures, LLC 1116 Patton Avenue Asheville, NC 28806	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 12/03/2014, as amended or extended (Store 473)	473	\$0.00
122000231	MTM Ventures, LLC	MTM Ventures, LLC 1116 Patton Avenue Asheville, NC 28806	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 03/26/2015, as amended or extended (Store 498)	498	\$0.00
122000232	MTM Ventures, LLC	MTM Ventures, LLC 1116 Patton Avenue Asheville, NC 28806	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 01/10/2020, as amended or extended (Store 547)	547	\$0.00
122000233	MTM Ventures, LLC	MTM Ventures, LLC 1116 Patton Avenue Asheville, NC 28806	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 01/10/2020, as amended or extended (Store 550)	550	\$0.00
122000234	MTM Ventures, LLC	MTM Ventures, LLC 1116 Patton Avenue Asheville, NC 28806	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 01/10/2020, as amended or extended (Store 551)	551	\$0.00
122000235	MTM Ventures, LLC	MTM Ventures, LLC 1116 Patton Avenue Asheville, NC 28806	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 01/10/2020, as amended or extended (Store 554)	554	\$0.00
121900112	Muffrey LLC	Muffrey LLC c/o Kin Properties 185 NW Spanish River Blvd. Suite 100 Boca Raton, FL 33431	PSP Stores, LLC	Lease Agreement, dated 09/19/2011, as amended (Lincolnwood, IL)	Lincolnwood, IL (0204)	\$0.00
121804855	Mun Pets, LLC	Mun Pets, LLC 16121 Haddam Ln Westfield, IN 46062	PSP Franchising, LLC	Franchise Agreement, dated 07/28/2022, as renewed or amended (Store #4530 - Muncie)		\$0.00
121900006	Mundelein 83 LLC	Mundelein 83 LLC c/o Shiner Group LLC 3201 Old Glenview Road Suite 235 Wilmette, IL 60091	Pet Supplies "Plus", LLC	Lease Agreement, dated 01/17/2005, as amended (Mundelein, IL)	Mundelein, IL (0063)	\$0.00

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122000236	MW Management, Inc.	MW Management, Inc. 600 South Jefferson Street, Suite M Athens, AL 35611	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/07/2023, as amended or extended (Store 441)	441	\$0.00
122000237	MW Management, Inc.	MW Management, Inc. 600 South Jefferson Street, Suite M Athens, AL 35611	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/02/2024, as amended or extended (Store 442)	442	\$0.00
121804870	MYA Ventures, Inc.	MYA Ventures, Inc. 43 Village Way, Suite 204 Hudson, OH 44236	PSP Franchising, LLC	Franchise Agreement, dated 10/29/2020, as renewed or amended (Store #4360 - Killeen)		\$0.00
121804871	MYA Ventures, Inc.	MYA Ventures, Inc. 43 Village Way, Suite 204 Hudson, OH 44236	PSP Franchising, LLC	Franchise Agreement, dated 11/13/2020, as renewed or amended (Store #4361 - Round Rock)		\$0.00
121804872	MYA Ventures, Inc.	MYA Ventures, Inc. 43 Village Way, Suite 204 Hudson, OH 44236	PSP Franchising, LLC	Franchise Agreement, dated 11/13/2020, as renewed or amended (Store #4362 - Brunswick)		\$0.00
121804873	MYA Ventures, Inc.	MYA Ventures, Inc. 43 Village Way, Suite 204 Hudson, OH 44236	PSP Franchising, LLC	Franchise Agreement, dated 12/17/2020, as renewed or amended (Store #4375 - Twinsburg)		\$0.00
121804874	MYA Ventures, Inc.	MYA Ventures, Inc. 43 Village Way, Suite 204 Hudson, OH 44236	PSP Franchising, LLC	Franchise Agreement, dated 09/01/2023, as renewed or amended (Store #4409 - Berea)		\$0.00
121804875	MYA Ventures, Inc.	MYA Ventures, Inc. 43 Village Way, Suite 204 Hudson, OH 44236	PSP Franchising, LLC	Franchise Agreement, dated 08/08/2022, as renewed or amended (Store #4534)		\$0.00
121804876	MYA Ventures, Inc.	MYA Ventures, Inc. 43 Village Way, Suite 204 Hudson, OH 44236	PSP Franchising, LLC	Franchise Agreement, dated 08/08/2022, as renewed or amended (Store #4535)		\$0.00
121804877	MYA Ventures, Inc.	MYA Ventures, Inc. 43 Village Way, Suite 204 Hudson, OH 44236	PSP Franchising, LLC	Franchise Agreement, dated 11/14/2022, as renewed or amended (Store #4559)		\$0.00
121804888	N&S Developments 1, LLC	N&S Developments 1, LLC 7216 Southampton Lane West Chester Township, OH 45069	PSP Franchising, LLC	Franchise Agreement, dated 03/02/2021, as renewed or amended (Store #4237 - Liberty Township)		\$0.00
121804890	N&S Developments 3, LLC	N&S Developments 3, LLC 7216 Southampton Lane West Chester Township, OH 45069	PSP Franchising, LLC	Franchise Agreement, dated 06/18/2021, as renewed or amended (Store #4239 - Beavercreek)		\$0.00
121804902	NARS Capital LLC	NARS Capital LLC 3 Grace Court Plainsboro Township, NJ 08536	PSP Franchising, LLC	Franchise Agreement, dated 10/24/2023, as renewed or amended (Store #4632 - Hamilton Township)		\$0.00
121804910	Nationwide Litho, Inc.	Nationwide Litho, Inc. 11728 Goldring Road Arcadia, CA 91006	PSP Group, LLC	Cardboard Carriers for Canned Pet Food Agreement		\$0.00
121804974	NDM Enterprises, LLC	NDM Enterprises, LLC 45243 Daniels Court Hollywood, MD 20636	WNW Franchising, LLC	Franchise Agreement, dated 10/17/2023, as renewed (Store #3001 - California)		\$0.00
121804989	Netserve, Inc.	Netserve, Inc. 2450 Perimeter Park Drive Suite 105 Morrisville, NC 27560	PSP Group, LLC	Master Services Agreement		\$0.00
121900232	New Creek II LLC	New Creek II LLC 500 N. Broadway Suite 201 PO Box 9010 Jericho, NY 11753	PSP Stores, LLC	Lease, dated 08/29/2012, as amended (Short Hills, NJ)	Short Hills, NJ (9058)	\$0.00
121900034	New Creek LLC	New Creek LLC 500 N. Broadway Suite 201 P.O. Box 9010 Jericho, NY 11753	Pet Supplies "Plus", LLC	Lease, dated 04/27/1998, as amended (Medford, MA)	Medford, MA (9028)	\$0.00

Assumed Contracts / Lease List

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121900239	New Westgate Mall LLC	New Westgate Mall LLC c/o New England Development 75 Park Plaza Boston, MA 02116	PSP Stores, LLC	Lease, dated 10/28/2013, as amended (Brockton, MA)	Brockton, MA (9072)	\$0.00
121805037	Niemann Foods, Inc.	Niemann Foods, Inc. 1501 N. 12th St. Quincy, IL 62301	PSP Franchising, LLC	Franchise Agreement, dated 06/18/2007, as renewed or amended (Store #179 - Quincy)		\$0.00
121805038	Niemann Foods, Inc.	Niemann Foods, Inc. 1501 N. 12th St. Quincy, IL 62301	PSP Franchising, LLC	Franchise Agreement, dated 04/15/2008, as renewed or amended (Store #185 - Champaign)		\$0.00
121805039	Niemann Foods, Inc.	Niemann Foods, Inc. 1501 N. 12th St. Quincy, IL 62301	PSP Franchising, LLC	Franchise Agreement, dated 10/02/2008, as renewed or amended (Store #189 - Jacksonville)		\$0.00
121805040	Niemann Foods, Inc.	Niemann Foods, Inc. 1501 N. 12th St. Quincy, IL 62301	PSP Franchising, LLC	Franchise Agreement, dated 08/27/2009, as renewed or amended (Store #194 - Danville)		\$0.00
121805041	Niemann Foods, Inc.	Niemann Foods, Inc. 1501 N. 12th St. Quincy, IL 62301	PSP Franchising, LLC	Franchise Agreement, dated 06/02/2011, as renewed or amended (Store #198 - Pekin)		\$0.00
121805042	Niemann Foods, Inc.	Niemann Foods, Inc. 1501 N. 12th St. Quincy, IL 62301	PSP Franchising, LLC	Franchise Agreement, dated 06/11/2014, as renewed or amended (Store #230 - Dixon)		\$0.00
121805043	Niemann Foods, Inc.	Niemann Foods, Inc. 1501 N. 12th St. Quincy, IL 62301	PSP Franchising, LLC	Franchise Agreement, dated 09/19/2018, as renewed or amended (Store #4187 - Macomb)		\$0.00
121805044	Niemann Foods, Inc.	Niemann Foods, Inc. 1501 N. 12th St. Quincy, IL 62301	PSP Franchising, LLC	Franchise Agreement, dated 12/15/2020, as renewed or amended (Store #4408 - Chatham)		\$0.00
121805045	Niemann Foods, Inc.	Niemann Foods, Inc. 1501 N. 12th St. Quincy, IL 62301	PSP Franchising, LLC	Franchise Agreement, dated 11/17/2021, as renewed or amended (Store #4480 - Sauk City)		\$0.00
121805046	Niemann Foods, Inc.	Niemann Foods, Inc. 1501 N. 12th St. Quincy, IL 62301	PSP Franchising, LLC	Franchise Agreement, dated 02/10/2022, as renewed or amended (Store #4495 - Portage)		\$0.00
121805047	Niemann Foods, Inc.	Niemann Foods, Inc. 1501 N. 12th St. Quincy, IL 62301	PSP Franchising, LLC	Franchise Agreement, dated 02/10/2022, as renewed or amended (Store #4496 - Troy)		\$0.00
121805048	Niemann Foods, Inc.	Niemann Foods, Inc. 1501 N. 12th St. Quincy, IL 62301	PSP Franchising, LLC	Franchise Agreement, dated 03/10/2022, as renewed or amended (Store #4504 - Whitewater)		\$0.00
121900064	Nine & Mack Enterprises, LLC	Nine & Mack Enterprises, LLC 42475 Garfield Road Clinton Twp., MI 48038	PSP Stores, LLC	Lease, dated 06/30/2008, as amended (St. Clair Shores, MI)	St. Clair Shores, MI (0032)	\$0.00
121900017	Noble Creek Partners LLC	Noble Creek Partners LLC PO Box 6147 Fishers, IN 46038	Pet Supplies "Plus", LLC	Lease Agreement, dated 04/06/2004, as amended (Noblesville, IN)	Noblesville, IN (4102)	\$0.00
121900134	Norcor-Cadwell Associates LLC	Norcor-Cadwell Associates LLC c/o Horizon Realty Services 1540 E Dundee Rd Suite 240 Palatine, IL 60074	PSP Stores, LLC	Lease Agreement, dated 06/05/2014, as amended (Deerfield, IL)	Deerfield, IL (0237)	\$0.00
121900111	Northcliff I-480 LLC	Northcliff I-480 LLC 30000 Chagrin Blvd. Ste 100 Cleveland, OH 44124	PSP Stores, LLC	Lease, dated 08/14/2009, as amended (Brooklyn, OH)	Brooklyn, OH (0195)	\$0.00
121805076	Northeast Florida Pet Nutrition, LLC	Northeast Florida Pet Nutrition, LLC 120 Palencia Village Drive, PMB 105 Box 177 St. Augustine, FL 32095	PSP Franchising, LLC	Franchise Agreement, dated 05/19/2015, as renewed or amended (Store #4000 - Atlantic Beach)		\$0.00

Assumed Contracts / Lease List

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121805077	Northeast Florida Pet Nutrition, LLC	Northeast Florida Pet Nutrition, LLC 120 Palencia Village Drive, PMB 105 Box 177 St. Augustine, FL 32095	PSP Franchising, LLC	Franchise Agreement, dated 03/27/2020, as renewed or amended (Store #4316 - Jacksonville)		\$0.00
121805078	Northeast Florida Pet Nutrition, LLC	Northeast Florida Pet Nutrition, LLC 120 Palencia Village Drive, PMB 105 Box 177 St. Augustine, FL 32095	PSP Franchising, LLC	Franchise Agreement, dated 02/17/2024, as renewed or amended (Store #4417 - Parrish)		\$0.00
121805079	Northeast Florida Pet Nutrition, LLC	Northeast Florida Pet Nutrition, LLC 120 Palencia Village Drive, PMB 105 Box 177 St. Augustine, FL 32095	PSP Franchising, LLC	Franchise Agreement, dated 11/12/2021, as renewed or amended (Store #4479 - Gainesville)		\$0.00
129990005	Northeast Florida Pet Nutrition, LLC	Northeast Florida Pet Nutrition, LLC 120 Palencia Village Drive, PMB 105 Box 177 St. Augustine, FL 32095	PSP Franchising, LLC	Franchise Agreement, dated 02/28/2017, as renewed or amended (Store #4125 - Orange Park)		\$0.00
129990011	Northeast Florida Pet Nutrition, LLC	Northeast Florida Pet Nutrition, LLC 120 Palencia Village Drive, PMB 105 Box 177 St. Augustine, FL 32095	PSP Franchising, LLC	Franchise Agreement, dated 11/18/2017, as renewed or amended (Store #4256 - St Augustine)		\$0.00
122000021	NORTHLAKE VILLAGE OWNER, LLC dba HIFFMAN	NORTHLAKE VILLAGE OWNER, LLC dba HIFFMAN C/O HIFFMAN ASSET MGMT ONE OAKBROOK TER #400 OAKBROOK TERRACE, IL 60181	Buddy's Newco, LLC	Lease dated January 9, 1998, as amended (Store 33)	33	\$466.23
121805080	Northridge Crossing L.P.	Northridge Crossing L.P. c/o Casto 250 Civic Center Drive Suite 500 Columbus, OH 43215	Pet Supplies "Plus", LLC	Lease Agreement, dated 01/19/2003, as amended (Westerville, OH)	Westerville, OH (0159)	\$0.00
121805081	Northtowne Associates	Northtowne Associates c/o J.J. Gumberg Co. 1051 Brinton Road Pittsburgh, PA 15221	Pet Supplies "Plus", LLC	Lease Agreement, dated 03/24/2008, as amended (Defiance, OH)	Defiance, OH (0186)	\$0.00
129990009	Novi Pet Expo	Novi Pet Expo 1207 W Hawthorne Street Arlington Heights, IL 60005	Pet Supplies "Plus", LLC	2 Year Title Sponsorship Agreement		\$0.00
121805166	NuVest Enterprises, LLC	NuVest Enterprises, LLC 2670 W. Maple Troy, MI 48084	PSP Franchising, LLC	Franchise Agreement, dated 02/18/2016, as renewed or amended (Store #4059 - Taylors)		\$0.00
121805167	NuVest Enterprises, LLC	NuVest Enterprises, LLC 2670 W. Maple Troy, MI 48084	PSP Franchising, LLC	Franchise Agreement, dated 06/30/2020, as renewed or amended (Store #4327 - Columbia)		\$0.00
121805168	NuVest Enterprises, LLC	NuVest Enterprises, LLC 2670 W. Maple Troy, MI 48084	PSP Franchising, LLC	Franchise Agreement, dated 03/26/2024, as renewed or amended (Store #4636 - Lexington)		\$0.00
121805169	NuVest Enterprises, LLC	NuVest Enterprises, LLC 2670 W. Maple Troy, MI 48084	PSP Franchising, LLC	Franchise Agreement, dated 02/06/1998, as renewed or amended (Store #8001 - West Columbia)		\$0.00
121805170	NuVest Enterprises, LLC	NuVest Enterprises, LLC 2670 W. Maple Troy, MI 48084	PSP Franchising, LLC	Franchise Agreement, dated 12/14/2004, as renewed or amended (Store #8031 - Columbia)		\$0.00
121805171	NuVest Enterprises, LLC	NuVest Enterprises, LLC 2670 W. Maple Troy, MI 48084	PSP Franchising, LLC	Franchise Agreement, dated 12/12/2012, as renewed or amended (Store #8058 - Irmo)		\$0.00
121805175	Nyla's Pantry, LLC	Nyla's Pantry, LLC 14090 FM 2920, Ste. G551 Tomball, TX 77377	PSP Franchising, LLC	Franchise Agreement, dated 10/12/2022, as renewed or amended (Store #4541 - Nottingham)		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121900016	Oak Lawn Joint Venture I, L.L.C	Oak Lawn Joint Venture I, L.L.C Attn: Gregory Moross 302 Datura Street Suite 100 West Palm Beach, FL 33401	Pet Supplies "Plus", LLC	Lease, dated 04/27/1993, as amended (Oak Lawn, IL)	Oak Lawn, IL (4101)	\$0.00
121900141	Oak Park Associates, Inc.	Oak Park Associates, Inc. 8954 Hill Drive North Huntington North Huntington, PA 15642	PSP Stores, LLC	Lease, dated 03/05/2015, as amended (White Oak, PA)	White Oak, PA (0248)	\$660.19
121805180	Oakville Partners, LLC	Oakville Partners, LLC 3012 Oakville Woods Court St. Louis, MO 63121	PSP Franchising, LLC	Franchise Agreement, dated 10/06/2015, as renewed or amended (Store #4051 - St. Louis)		\$0.00
121805181	Oakville Partners, LLC	Oakville Partners, LLC 3012 Oakville Woods Court St. Louis, MO 63121	PSP Franchising, LLC	Franchise Agreement, dated 06/28/2018, as renewed or amended (Store #4188 - St. Louis)		\$0.00
122000009	Ocala SC Company, Ltd.	Ocala SC Company, Ltd. c/o RMC PROPERTY GROUP 8902 N DALE MABRY HWY TAMPA, FL 33614	Buddy's Newco, LLC	Lease Agreement dated December 30, 2009, as amended (Store 22)	22	\$528.49
121805186	Octopus Deploy Pty. Ltd.	Octopus Deploy Pty. Ltd. Level 4 199 Grey St South Brisbane, QLD 4101	Pet Supplies "Plus", LLC	Octopus Deploy License Agreement		\$0.00
121900159	Odenton Shopping Center Limited Partnership	Odenton Shopping Center Limited Partnership c/o Nellis Corporation 7811 Montrose Road Suite 420 Potomac, MD 20854	PSP Stores, LLC	Lease, dated 07/26/2016, as amended (Odenton, MD)	Odenton, MD (4082)	\$0.00
121900180	OGR Tanglewood LLC	OGR Tanglewood LLC 141 Robert E. Lee Blvd - 253 New Orleans, LA 70124	PSP Stores, LLC	Lease, dated 08/13/2018, as amended (Elizabeth City, NC)	Elizabeth City, NC (4195)	\$770.71
121805199	Oil-Dri Corporation of America	Oil-Dri Corporation of America 410 N. Michigan Ave. 4th Floor Chicago, IL 60611	PSP Group, LLC	Private Brand Products Agreement		\$0.00
121805227	One Source Technology, LLC dba Asurint	One Source Technology, LLC dba Asurint 1111 Superior Avenue Suite 2100 Cleveland, OH 44114	PSP Group, LLC	Background Screening Services Agreement		\$0.00
121805230	OneStream Software LLC	OneStream Software LLC 362 South Street Rochester, MI 48307	Franchise Group, Inc.	SaaS Agreement		\$0.00
121805254	Opterus Inc.	Opterus Inc. 525 Adelaide St. W Suite 1235 Toronto, ON M5V 0N7	PSP Group, LLC	Amendment to Opterus Store Ops-Center Standard Agreement		\$0.00
121805266	Optiv Security Inc.	Optiv Security Inc. 17197 N. Laural Park Drive Suite #402 Livonia, MI 48152	PSP Group, LLC	Purchase Order for PCI 4.0 Delta Assessment		\$0.00
121805267	Optiv Security Inc.	Optiv Security Inc. 17197 N. Laural Park Drive Suite #402 Livonia, MI 48152	PSP Group, LLC	Purchase Order for PCI Compliance		\$0.00
121805268	Optiv Security Inc.	Optiv Security Inc. 17197 N. Laural Park Drive Suite #402 Livonia, MI 48152	PSP Group, LLC	Statement of Work PCI Report on Compliance		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121805269	Optiv Security Inc.	Optiv Security Inc. 17197 N. Loral Park Drive Suite #402 Livonia, MI 48152	PSP Group, LLC	Optiv Terms of Purchase		\$0.00
121805277	Optiv, Inc.	Optiv, Inc. 1144 15th St. Denver, CO 80202	PSP Group, LLC	PSP Group - PCI ROC and QSA Retainer SOW		\$0.00
121805281	Oracle America, Inc.	Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	PSP Group, LLC	Oracle Cloud Services Agreement		\$39,967.50
121805292	Orange-WNW, LLC	Orange-WNW, LLC 26 Carriage Lane Troutville, VA 24011	WNW Franchising, LLC	Franchise Agreement, dated 12/07/2023 (Store #3038 - Roanoke)		\$0.00
121900042	Orchard ParkTK Owner LLC	Orchard ParkTK Owner LLC Attn: David Dworkin c/o JADD Management LLC 415 Park Avenue Rochester, NY 14607	PSP Franchising, LLC	Lease Agreement, dated 02/11/2019, as amended (Orchard Park, NY)	Orchard Park, NY (4527)	\$0.00
121900157	ORF IX Freedom Plaza, LLC	ORF IX Freedom Plaza, LLC c/o Parth Munshi, General Counsel 5865 North Point PKWY Ste 345 Alpharetta, GA 30022	PSP Stores, LLC	Lease, dated 04/22/2016, as amended (Rome, NY)	Rome, NY (4065)	\$0.00
121805308	Orion, LLC	Orion, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 09/30/1998, as renewed or amended (Store #8015 - Pelham)		\$0.00
121805309	Orion, LLC	Orion, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 05/07/2007, as renewed or amended (Store #8017 - Mobile)		\$0.00
121805310	Orion, LLC	Orion, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 10/17/2000, as renewed or amended (Store #8020 - Tuscaloosa)		\$0.00
121805311	Orion, LLC	Orion, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 10/30/2003, as renewed or amended (Store #8028 - Homewood)		\$0.00
121805321	Otava	Otava 825 Victors Way Suite 200 Ann Arbor, MI 48108	PSP Group, LLC	PSP Group - Colocation Renewal - AA2 (v- 1)		\$0.00
121805322	Otava	Otava 825 Victors Way Suite 200 Ann Arbor, MI 48108	PSP Group, LLC	PSP Group - Colocation Renewal - AA2 (v- 2)		\$0.00
121805323	Otava	Otava 825 Victors Way Suite 200 Ann Arbor, MI 48108	PSP Group, LLC	PSP Group Cloud + Backup (v-8)		\$0.00
121900150	Oxford Crossing LLC	Oxford Crossing LLC c/o Capital Group Properties LLC 259 Tumpike Road Suite 100 Southborough, MA 01772	PSP Stores, LLC	Lease, dated 12/03/2015, as amended (Oxford, MA)	Oxford, MA (4039)	\$987.76
121805349	Pahrump Group, LLC	Pahrump Group, LLC 8901 Tierra Santa Ave. Las Vegas, NV 89129	PSP Franchising, LLC	Franchise Agreement, dated 07/17/2023, as renewed or amended (Store #4640 - Pahrump)		\$0.00
121900183	Paint Creek South LLC	Paint Creek South LLC 24255 West 13 Mile Road Suite 220 Bingham Farms, MI 48025	PSP Stores, LLC	Lease Agreement, dated 01/21/2021, as amended (Ypsilanti, MI)	Ypsilanti, MI (4227)	\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121805360	Panther Pets LLC	Panther Pets LLC 4343 Logan Ferry Road Murrysville, PA 15668	PSP Franchising, LLC	Franchise Agreement, dated 07/09/2021, as renewed or amended (Store #4468 - North Huntingdon)		\$0.00
121805369	Paragon Pet Supplies, LLC	Paragon Pet Supplies, LLC 30570 Park Vista Dr. Castaic, CA 91384	PSP Franchising, LLC	Franchise Agreement, dated 07/05/2018, as renewed or amended (Store #4197 - Valencia)		\$0.00
121805371	Paragon School of Pet Grooming, Inc.	Paragon School of Pet Grooming, Inc. 110 Chicago Drive Jenison, MI 49428	PSP Stores, LLC	Distance Learning Program Amendment and Renewal Extension Agreement		\$0.00
121900188	Paramount Crossroads at Pasadena, LLC	Paramount Crossroads at Pasadena, LLC c/o Paramount Newco Realty 1195 Rt 70 Suite 2000 Lakewood, NH 08701	PSP Stores, LLC	Lease, dated 08/26/2019, as amended (Pasadena, MD)	Pasadena, MD (4268)	\$0.00
121805375	Paridiso 2911 LLC	Paridiso 2911 LLC 241 McKinley Ave. Grosse Pointe Farms, MI 48236	PSP Franchising, LLC	Franchise Agreement, dated 11/04/2020, as renewed or amended (Store #4287 - Chesterfield Twp.)		\$0.00
122000033	Park Boulevard Shopping Center Ltd.	Park Boulevard Shopping Center Ltd. C/O: SSG Commercial LLC 204 N Howard Ave Tampa, FL 33606	Buddy's Newco, LLC	Lease Agreement dated March 31, 1994, as amended (Store 1017)	1017	\$564.47
121805384	Patts Pets, Inc.	Patts Pets, Inc. 9290 Cherry Brook Lane Frisco, TX 75034	PSP Franchising, LLC	Franchise Agreement, dated 10/11/2022, as renewed or amended (Store #4570 - Cedar Hill)		\$0.00
122000238	Pauhana Associates Limited	Pauhana Associates Limited 194 Puga Street Dededo, Guam 96929	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/01/2020, as amended or extended (Store 439 and 440)	439 440	\$0.00
121805391	Pawfect Pals, LLC	Pawfect Pals, LLC 9420 Red Spruce Way Elk Grove, CA 95624	PSP Franchising, LLC	Franchise Agreement, dated 10/25/2023, as renewed or amended (Store #4637 - Gold River)		\$0.00
121805392	Pawsitive Return - Marietta, LLC	Pawsitive Return - Marietta, LLC 2037 Towne Lake Hills West Woodstock, GA 30189	PSP Franchising, LLC	Franchise Agreement, dated 10/08/2008, as renewed or amended (Store #8041 - Marietta)		\$0.00
121805393	Pawsitive Return, LLC	Pawsitive Return, LLC 2037 Towne Lake Hills West Woodstock, GA 30189	PSP Franchising, LLC	Franchise Agreement, dated 03/25/2016, as renewed or amended (Store #4083 - Acworth)		\$0.00
121805394	Pawsitively Pets LLC	Pawsitively Pets LLC 103 S. 29th St. Wilmington, NC 28403	PSP Franchising, LLC	Franchise Agreement, dated 11/12/2019, as renewed or amended (Store #4307 - Chapel Hill)		\$0.00
121805395	Pawsome Pets Okemos, LLC	Pawsome Pets Okemos, LLC 541 Wenonah Drive Okemos, MI 48864	PSP Franchising, LLC	Franchise Agreement, dated 12/29/2020, as renewed or amended (Store #4292 - Okemos)		\$0.00
121805396	Pawsome Pets Plus, LLC	Pawsome Pets Plus, LLC 541 Wenonah Drive Okemos, MI 48864	PSP Franchising, LLC	Franchise Agreement, dated 03/21/2019, as renewed or amended (Store #4306 - Holland)		\$0.00
121805400	PAYCOM PAYROLL, LLC	PAYCOM PAYROLL, LLC 7501 W Memorial Road Oklahoma City, OK 73142	Buddy's Newco, LLC	Payroll and Human Capital Management Services Agreement		\$0.00
121900212	PBC Seguin, LLC	PBC Seguin, LLC PO Box 19831 Houston, TX 77224	PSP Stores, LLC	Lease, dated 02/07/2008, as amended (Seguin, TX)	Seguin, TX (7008)	\$415.12
121805414	PC Connection Sales Corp.	PC Connection Sales Corp. 730 Milford Road Merrimack, NH 03054-4631	Buddy's Newco, LLC	Equipment Lease Agreement		\$0.00
121900063	PDQ Israel Family Northtowne, LLC	PDQ Israel Family Northtowne, LLC 5300 W. Atlantic Avenue Suite 509 Delray Beach, FL 33484	PSP Stores, LLC	Lease, dated 06/03/1992, as amended (Toledo, OH)	Toledo, OH (0029)	\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
140000200	Pentex 1848, LLC	Pentex 1848, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Franchise Agreement dated December 1, 2017, by and among Buddy's Franchising and Licensing and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC	84 81 87 89 91 92 93 94 95 96 100 102 104 105 352 353 354 357 359 360 361 363 365 366 367 369 370 392 393 395 396 397 398 399 400 401 402 403 404 567 570 571 572 573 576 588 593 600 622 623 1021 1037 1041 1042 1043 1045 1057 1058 1060 1063 1065 1067 1068 1069 1070 2110 2111 2112 2113 2114 2116 2117 2118	\$0.00
140000201	Pentex 1848, LLC	Pentex 1848, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Addendum dated December 1, 2017, to that certain Franchise Agreement dated December 1, 2017, by and among Buddy's Franchising and Licensing and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC	84 81 87 89 91 92 93 94 95 96 100 102 104 105 352 353 354 357 359 360 361 363 365 366 367 369 370 392 393 395 396 397 398 399 400 401 402 403 404 567 622 623	\$0.00
140000207	Pentex 1848, LLC	Pentex 1848, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Termination Agreement and Release dated August 1, 2024, by and among Buddy's Franchising and Licensing LLC and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC	360 405	\$0.00
140000208	Pentex 1848, LLC	Pentex 1848, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Franchise Agreement dated December 2, 2021, between Buddy's Franchising and Licensing LLC and Pentex 1848, LLC	445	\$0.00
140000209	Pentex 1848, LLC	Pentex 1848, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Addendum dated December 2, 2021 to the Franchise Agreement dated December 2, 2021, between Buddy's Franchising and Licensing LLC and Pentex 1848, LLC	445	\$0.00
140000210	Pentex 1848, LLC	Pentex 1848, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Franchise Agreement dated December 2, 2021, between Buddy's Franchising and Licensing LLC and Pentex 1848, LLC	513	\$0.00
140000211	Pentex 1848, LLC	Pentex 1848, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Addendum dated December 2, 2021 to the Franchise Agreement dated December 2, 2021, between Buddy's Franchising and Licensing LLC and Pentex 1848, LLC	513	\$0.00
140000212	Pentex 1848, LLC	Pentex 1848, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Amendment dated August 23, 2019, to the Buddy's Franchising and Licensing Franchise Agreement by and among Buddy's Franchising and Licensing LLC and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC	570 571 572 573 576 588 593 600 1021 1037 1041 1042 1043 1045 1057 1058 1060 1063	\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
140000213	Pentex 1848, LLC	Pentex 1848, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Amendment dated October 23, 2019 to the Buddy's Franchising and Licensing Franchise Agreement by and among Buddy's Franchising and Licensing LLC and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC.	2110 2111 2112 2113 2114 2116 2117 2118	\$0.00
140000214	Pentex 1848, LLC	Pentex 1848, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Amendment dated July 1, 2019 to the Buddy's Franchising and Licensing Franchise Agreement by and among Buddy's Franchising and Licensing LLC and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC.	1065 1067 1068 1069 1070	\$0.00
140000200	Pentex RTO, LLC	Pentex RTO, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Franchise Agreement dated December 1, 2017, by and among Buddy's Franchising and Licensing and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC	84 81 87 89 91 92 93 94 95 96 100 102 104 105 352 353 354 357 359 360 361 363 365 366 367 369 370 392 393 395 396 397 398 399 400 401 402 403 404 567 570 571 572 573 576 588 593 600 622 623 1021 1037 1041 1042 1043 1045 1057 1058 1060 1063 1065 1067 1068 1069 1070 2110 2111 2112 2113 2114 2116 2117 2118	\$0.00
140000201	Pentex RTO, LLC	Pentex RTO, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Addendum dated December 1, 2017, to that certain Franchise Agreement dated December 1, 2017, by and among Buddy's Franchising and Licensing and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC	84 81 87 89 91 92 93 94 95 96 100 102 104 105 352 353 354 357 359 360 361 363 365 366 367 369 370 392 393 395 396 397 398 399 400 401 402 403 404 567 622 623	\$0.00
140000205	Pentex RTO, LLC	Pentex RTO, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Franchise Agreement dated June 17, 2022, between Buddy's Franchising and Licensing LLC and Pentex RTO, LLC	405	\$0.00
140000206	Pentex RTO, LLC	Pentex RTO, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Addendum dated June 17, 2022 to the Franchise Agreement dated June 17, 2022, between Buddy's Franchising and Licensing LLC and Pentex RTO, LLC	405	\$0.00
140000207	Pentex RTO, LLC	Pentex RTO, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Termination Agreement and Release dated August 1, 2024, by and among Buddy's Franchising and Licensing LLC and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC	360 405	\$0.00
140000212	Pentex RTO, LLC	Pentex RTO, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Amendment dated August 23, 2019, to the Buddy's Franchising and Licensing Franchise Agreement by and among Buddy's Franchising and Licensing LLC and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC	570 571 572 573 576 588 593 600 1021 1037 1041 1042 1043 1045 1057 1058 1060 1063	\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
140000213	Pentex RTO, LLC	Pentex RTO, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Amendment dated October 23, 2019 to the Buddy's Franchising and Licensing Franchise Agreement by and among Buddy's Franchising and Licensing LLC and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC.	2110 2111 2112 2113 2114 2116 2117 2118	\$0.00
140000214	Pentex RTO, LLC	Pentex RTO, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Amendment dated July 1, 2019 to the Buddy's Franchising and Licensing Franchise Agreement by and among Buddy's Franchising and Licensing LLC and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC.	1065 1067 1068 1069 1070	\$0.00
140000200	Pentex Top Left, LLC	Pentex Top Left, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Franchise Agreement dated December 1, 2017, by and among Buddy's Franchising and Licensing and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC	84 81 87 89 91 92 93 94 95 96 100 102 104 105 352 353 354 357 359 360 361 363 365 366 367 369 370 392 393 395 396 397 398 399 400 401 402 403 404 567 570 571 572 573 576 588 593 600 622 623 1021 1037 1041 1042 1043 1045 1057 1058 1060 1063 1065 1067 1068 1069 1070 2110 2111 2112 2113 2114 2116 2117 2118	\$0.00
140000201	Pentex Top Left, LLC	Pentex Top Left, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Addendum dated December 1, 2017, to that certain Franchise Agreement dated December 1, 2017, by and among Buddy's Franchising and Licensing and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC	84 81 87 89 91 92 93 94 95 96 100 102 104 105 352 353 354 357 359 360 361 363 365 366 367 369 370 392 393 395 396 397 398 399 400 401 402 403 404 567 622 623	\$0.00
140000204	Pentex Top Left, LLC	Pentex Top Left, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Franchise Agreement dated August 10, 2020, between Buddy's Franchising and Licensing LLC and Pentex Top Left, LLC	368	\$0.00
140000207	Pentex Top Left, LLC	Pentex Top Left, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Termination Agreement and Release dated August 1, 2024, by and among Buddy's Franchising and Licensing LLC and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC	360 405	\$0.00
140000212	Pentex Top Left, LLC	Pentex Top Left, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Amendment dated August 23, 2019, to the Buddy's Franchising and Licensing Franchise Agreement by and among Buddy's Franchising and Licensing LLC and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC	570 571 572 573 576 588 593 600 1021 1037 1041 1042 1043 1045 1057 1058 1060 1063	\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
140000213	Pentex Top Left, LLC	Pentex Top Left, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Amendment dated October 23, 2019 to the Buddy's Franchising and Licensing Franchise Agreement by and among Buddy's Franchising and Licensing LLC and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC.	2110 2111 2112 2113 2114 2116 2117 2118	\$0.00
140000214	Pentex Top Left, LLC	Pentex Top Left, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	Buddy's Franchising and Licensing LLC	Amendment dated July 1, 2019 to the Buddy's Franchising and Licensing Franchise Agreement by and among Buddy's Franchising and Licensing LLC and Pentex RTO, LLC, EightSixThree RTO, LLC, Pentex Top Left, LLC, and Pentex 1848, LLC.	1065 1067 1068 1069 1070	\$0.00
121805450	Personal Zoo Supply, Inc.	Personal Zoo Supply, Inc. 1517 Lakeview Ave. Sylvan Lake, MI 48320	PSP Franchising, LLC	Franchise Agreement, dated 06/27/2007, as renewed or amended (Store #8035 - New Port Richey)		\$0.00
121805453	Pestell Pet Products	Pestell Pet Products 141 Hamilton Road New Hamburg, N3A 2H1	PSP Group, LLC	Private Brand Products Agreement		\$0.00
129990007	Pet Blitz, LLC	Pet Blitz, LLC 824 Woodington Drive Pataskala, OH 43062	PSP Franchising, LLC	Franchise Agreement, dated 04/01/2024, as renewed or amended (Store #4644 - Creve Coeur)		\$0.00
121802276	Pet Blitz, LLC	Pet Blitz, LLC 326 N Meramec Avenue Clayton, MO 63105	PSP Franchising, LLC	Franchise Agreement, dated 04/01/2024, as renewed or amended (Store #4644 - Creve Coeur)		\$0.00
121805457	Pet Brands, LLC	Pet Brands, LLC 425 Metro Place North Suite 690 Dublin, OH 43017	PSP Group, LLC	Private Brand Pet Foods Agreement		\$0.00
121805458	Pet Bridge, Inc.	Pet Bridge, Inc. 521 Potomac Road Joppatowne, MD 21085	PSP Franchising, LLC	Franchise Agreement, dated 04/07/2022, as renewed or amended (Store #4543 - Bel Air)		\$0.00
121805459	PET FACTORY, INC.	PET FACTORY, INC. 845 EAST HIGH STREET MUNDELEIN, IL 60060	PSP Group, LLC	PRIVATE BRAND PET FOODS AGREEMENT		\$0.00
121805460	Pet Joy Baytown, LLC	Pet Joy Baytown, LLC 4618 Stoney Ridge Court Sugar Land, TX 77479	PSP Franchising, LLC	Franchise Agreement, dated 02/15/2019, as renewed or amended (Store #4219 - Baytown)		\$0.00
121805462	Pet Maab, Inc	Pet Maab, Inc 15 Stirrup Lane Salonga, NY 11768	PSP Franchising, LLC	Franchise Agreement, dated 04/27/2024, as renewed or amended (Store #4643 - Massapequa)		\$0.00
121805463	Pet Plus Love, L.L.C	Pet Plus Love, L.L.C 21 Cedar Grove Court Rosedale, MD 21237	PSP Franchising, LLC	Franchise Agreement, dated 12/18/2023, as renewed or amended (Store #4631 - Dundalk)		\$0.00
121805464	Pet Stark LLC	Pet Stark LLC 134 Derby Lane Bensalem, PA 19020	PSP Franchising, LLC	Franchise Agreement, dated 11/17/2021, as renewed or amended (Store #4529 - Bensalem)		\$0.00
121805465	Pet Supplies Plus Dallas II, LLC	Pet Supplies Plus Dallas II, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 03/27/2019, as renewed or amended (Store #4247 - Arlington)		\$0.00
121805466	Pet Supplies Plus Dallas II, LLC	Pet Supplies Plus Dallas II, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 02/07/2022, as renewed or amended (Store #4493 - Frisco)		\$0.00
121805467	Pet Supplies Plus Dallas II, LLC	Pet Supplies Plus Dallas II, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 03/24/2022, as renewed or amended (Store #4509 - Irving)		\$0.00
121805468	Pet Supplies Plus Dallas II, LLC	Pet Supplies Plus Dallas II, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 09/06/2022, as renewed or amended (Store #4544 - Allen)		\$0.00

Assumed Contracts / Lease List

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121805469	Pet Supplies Plus Dallas II, LLC	Pet Supplies Plus Dallas II, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 10/13/2022, as renewed or amended (Store #4558 - Irving)		\$0.00
121805470	Pet Supplies Plus Dallas, LLC	Pet Supplies Plus Dallas, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 02/26/2021, as renewed or amended (Store #4235 - Fort Worth)		\$0.00
121805471	Pet Supplies Plus Dallas, LLC	Pet Supplies Plus Dallas, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 12/09/2020, as renewed or amended (Store #4369 - Crowley)		\$0.00
121805472	Pet Supplies Plus Dallas, LLC	Pet Supplies Plus Dallas, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 12/14/2020, as renewed or amended (Store #4386 - Mesquite)		\$0.00
121805473	Pet Supplies Plus Dallas, LLC	Pet Supplies Plus Dallas, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 12/03/2021, as renewed or amended (Store #4482 - Dallas)		\$0.00
121805474	Pet Supplies Plus Dallas, LLC	Pet Supplies Plus Dallas, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 03/24/2022, as renewed or amended (Store #4510 - Prosper)		\$0.00
121805475	Pet Supplies Plus Dallas, LLC	Pet Supplies Plus Dallas, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 04/11/2011, as renewed or amended (Store #7011 - Dallas)		\$0.00
121805476	Pet Supplies Plus Dallas, LLC	Pet Supplies Plus Dallas, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 12/13/2011, as renewed or amended (Store #7013 - Dallas)		\$0.00
121805477	Pet Supplies Plus Dallas, LLC	Pet Supplies Plus Dallas, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 11/13/2011, as renewed or amended (Store #7014 - Lewisville)		\$0.00
121805478	Pet Supplies Plus of Connecticut 203, LLC	Pet Supplies Plus of Connecticut 203, LLC 60 Orchard Road Woodbridge, CT 06525	PSP Franchising, LLC	Franchise Agreement, dated 02/11/1998, as renewed or amended (Store #4213 - Orange)		\$0.00
121805479	Pet Supplies Plus of Connecticut 203, LLC	Pet Supplies Plus of Connecticut 203, LLC 60 Orchard Road Woodbridge, CT 06525	PSP Franchising, LLC	Franchise Agreement, dated 10/10/2011, as renewed or amended (Store #4214 - Shelton)		\$0.00
121805480	Petcetera, Inc.	Petcetera, Inc. Registered Agents, Inc., 7901 4th Street N, Suite 300 St. Petersburg, FL 33702	PSP Franchising, LLC	Franchise Agreement, dated 06/20/2019, as renewed or amended (Store #4266 - Spring Hill)		\$0.00
121805484	PetIQ, LLC	PetIQ, LLC 230 East Riverside Drive Eagle, ID 83616	PSP Stores, LLC	Community Clinic Agreement		\$0.00
121805485	Pets, Inc.	Pets, Inc. 3858 Wabeek Lake Drive E Bloomfield Hills, MI 48302	PSP Franchising, LLC	Franchise Agreement, dated 08/08/1991, as renewed or amended (Store #13 - White Lake)		\$0.00
121805486	Pets4ever LLC	Pets4ever LLC 5541 Satinleaf Way San Ramon, CA 94582	PSP Franchising, LLC	Franchise Agreement, dated 07/26/2024, as renewed or amended (Store #4132 - Pleasanton)		\$0.00
121805487	Petsway, Inc.	Petsway, Inc. 1669 St. Louis St. Springfield, MO 65802	PSP Franchising, LLC	Franchise Agreement, dated 08/17/2020, as renewed or amended (Store #4334 - Nixa)		\$0.00
121805488	Petsway, Inc.	Petsway, Inc. 1669 St. Louis St. Springfield, MO 65802	PSP Franchising, LLC	Franchise Agreement, dated 08/17/2020, as renewed or amended (Store #4336 - Springfield)		\$0.00
121805489	Petsway, Inc.	Petsway, Inc. 1669 St. Louis St. Springfield, MO 65802	PSP Franchising, LLC	Franchise Agreement, dated 08/17/2020, as renewed or amended (Store #4337 - Springfield)		\$0.00
121805490	Petsway, Inc.	Petsway, Inc. 1669 St. Louis St. Springfield, MO 65802	PSP Franchising, LLC	Franchise Agreement, dated 08/17/2020, as renewed or amended (Store #4338 - Springfield)		\$0.00

Assumed Contracts / Lease List

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121900228	Pettinaro Management LLC	Pettinaro Management LLC 234 North James St. Newport, DE 19804	PSP Stores, LLC	Lease, dated 08/11/2008, as amended (Avondale, PA)	Avondale, PA (9044)	\$0.00
121900059	Phoenixville Town Center LP	Phoenixville Town Center LP c/o Longview Management LP 1055 Westlakes Dr. Ste 170 Berwyn, PA 19312	PSP Stores, LLC	Lease, dated 09/17/2001, as amended (Phoenixville, PA)	Phoenixville, PA (9035)	\$1,122.55
121805505	Phraisee Limited	Phraisee Limited Tintagel House 92 Albert Embankment London, SE1 7TY	PSP Stores, LLC	Master Services Agreement		\$0.00
122000241	Pierce RTO of Commerce, LLC	Pierce RTO of Commerce, LLC 106B Rock Quarry Road Stockbridge, GA 30281	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 08/04/2023, as amended or extended (Store 241)	241	\$0.00
122000242	Pierce RTO of Dublin, LLC	Pierce RTO of Dublin, LLC 106B Rock Quarry Road Stockbridge, GA 30281	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 09/18/2023, as amended or extended (Store 243)	243	\$0.00
122000240	Pierce RTO, LLC	Pierce RTO, LLC 106B Rock Quarry Road Stockbridge, GA 30281	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/24/2022, as amended or extended (Store 240)	240	\$0.00
122000243	Pierce RTO, LLC	Pierce RTO, LLC 106B Rock Quarry Road Stockbridge, GA 30281	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 09/03/2024, as amended or extended (Store 242)	242	\$0.00
121805522	PJJD L.L.C.	PJJD L.L.C. 1401 Wilderness Dr. Schererville, IN 46375	PSP Franchising, LLC	Franchise Agreement, dated 10/29/2010, as renewed or amended (Store #200 - Lafayette)		\$0.00
121805523	PJJD L.L.C.	PJJD L.L.C. 1401 Wilderness Dr. Schererville, IN 46375	PSP Franchising, LLC	Franchise Agreement, dated 04/30/2013, as renewed or amended (Store #223 - Crown Point)		\$0.00
121805524	PJJD L.L.C.	PJJD L.L.C. 1401 Wilderness Dr. Schererville, IN 46375	PSP Franchising, LLC	Franchise Agreement, dated 04/06/2017, as renewed or amended (Store #4136 - Whitestown)		\$0.00
121805525	PJJD L.L.C.	PJJD L.L.C. 1401 Wilderness Dr. Schererville, IN 46375	PSP Franchising, LLC	Franchise Agreement, dated 12/24/2020, as renewed or amended (Store #4388 - Kokomo)		\$0.00
121805532	Placer Labs, Inc.	Placer Labs, Inc. 340 S Lemon Ave #1277 Walnut Walnut, CA 91789	PSP Group, LLC	Amendment to Order Form		\$4,383.56
121805536	planitretail, LLC	planitretail, LLC 360 Bloomfield Ave Suite 406 Windsor, CT 06095	PSP Group, LLC	Professional Services Agreement		\$10,000.00
121805544	Platinum Pet Supply, LLC	Platinum Pet Supply, LLC 310 Pinnacle Way, Suite 300 Eau Claire, WI 54701	PSP Franchising, LLC	Franchise Agreement, dated 04/12/2013, as renewed or amended (Store #215 - Rice Lake)		\$0.00
121805547	PlayNetwork, Inc.	PlayNetwork, Inc. 8727 148th Avenue NE Redmond, WA 98052	PSP Stores, LLC	Master Services Agreement		\$0.00
121805549	PlayNetwork, Inc.	PlayNetwork, Inc. 8727 148th Avenue NE Redmond, WA 98052	PSP Stores, LLC	Master Services Agreement Equipment Lease/Purchase		\$0.00
121900199	Plaza 15 Realty, LLC	Plaza 15 Realty, LLC One Hospital Drive Lewisburg, PA 17837	PSP Stores, LLC	Lease, dated 09/23/2014, as amended (Lewisburg, PA)	Lewisburg, PA (4401)	\$0.00

Assumed Contracts / Lease List

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121900140	Plaza at Northwood, LLC	Plaza at Northwood, LLC c/o WP Glimcher Inc. 180 East Broad Street Attn: General Counsel Columbus, OH 43215	PSP Stores, LLC	Lease Agreement, dated 10/30/2014, as amended (Fort Wayne, IN)	Fort Wayne, IN (Northwood Plaza) (0246)	\$0.00
122000028	Plaza West Shopping Center, LLC	Plaza West Shopping Center, LLC c/o Edmund Terry 211 Alexander Palm Road Boca Raton, FL 33432	Buddy's Newco, LLC	Lease dated June 25, 2021 (Store 49)	49	\$413.80
121900089	Pleasant Valley Shopping Center Ltd.	Pleasant Valley Shopping Center Ltd. c/o Visconsi Companies Ltd. 30050 Chagrin Blvd. Suite 360 Pepper Pike, OH 44124	PSP Stores, LLC	Lease, dated 10/19/2000, as amended (Parma, OH)	Parma, OH (0120)	\$0.00
121805566	Pluto's Pantry, LLC	Pluto's Pantry, LLC 9011 Sendera Dr. Magnolia, TX 77354	PSP Franchising, LLC	Franchise Agreement, dated 12/09/2021, as renewed or amended (Store #4483 - Magnolia)		\$0.00
121805574	PNebel, Inc.	PNebel, Inc. 9500 Dorchester Road, Suite 350 Summerville, SC 29485	PSP Franchising, LLC	Franchise Agreement, dated 07/31/2019, as renewed or amended (Store #4296 - James Island)		\$0.00
121805575	PNebel, Inc.	PNebel, Inc. 9500 Dorchester Road, Suite 350 Summerville, SC 29485	PSP Franchising, LLC	Franchise Agreement, dated 04/27/2011, as renewed or amended (Store #8051 - Summerville)		\$0.00
121900035	Pocono Retail Associates, LLC	Pocono Retail Associates, LLC c/o Riverview Management Co. 1765 Merriman Road Akron, OH 44313	Pet Supplies "Plus", LLC	Lease Agreement, dated 06/23/2000, as amended (Stroudsburg, PA)	Stroudsburg, PA (9032)	\$0.00
121900071	Points East, LLC	Points East, LLC 7743 Mentor Avenue Mentor, OH 44060	PSP Stores, LLC	Lease, dated 01/02/1998, as amended (Mentor, OH)	Mentor, OH (0059)	\$1,135.54
121900122	Portage Commons LLC	Portage Commons LLC c/o Cambridge Management, LTD. 15941 S. Harlem Ave. PMB #108 Tinley Park, IL 60477	PSP Stores, LLC	Lease Agreement, dated 04/03/2013, as amended (Portage, IN)	Portage, IN (0217)	\$0.00
121900114	Portage Crossing, LLC	Portage Crossing, LLC c/o Robert L. Stark Enterprises, Inc. 629 Euclid Avenue Suite 1300 Cleveland, OH 44114	PSP Stores, LLC	Lease, dated 05/31/2012, as amended (Cuyahoga Falls, OH)	Cuyahoga Falls, OH (0206)	\$0.00
121805587	Portier, LLC ("Uber")	Portier, LLC ("Uber") PO Box 743080 Los Angeles, CA 90074	PSP Group, LLC	Uber Eats and PSP Group, LLC Agreement		\$152,827.54
121805586	Portier, LLC ("Uber")	Portier, LLC ("Uber") PO Box 743080 Los Angeles, CA 90074	PSP Group, LLC	Amendment to Agreement between Portier and PSP Group, LLC		\$0.00
121900168	Portland Fixture Limited Partnership	Portland Fixture Limited Partnership c/o Woodsonia Real Estate, Inc. 20010 Manderson St. Suite 101 Elkhorn, NE 68022	PSP Stores, LLC	Lease, dated 03/31/2017, as amended (Omaha, NE)	Omaha, NE (4138)	\$0.00
121805589	Posh Pets Acquisitions, LLC	Posh Pets Acquisitions, LLC 9300 Shelbyville Rd., Suite 204 Louisville, KY 40222	PSP Franchising, LLC	Franchise Agreement, dated 04/17/2023, as renewed or amended (Store #4332 - Surf City)		\$0.00
121805590	Posh Pets Acquisitions, LLC	Posh Pets Acquisitions, LLC 9300 Shelbyville Rd., Suite 204 Louisville, KY 40222	PSP Franchising, LLC	Franchise Agreement, dated 05/02/2023, as renewed or amended (Store #4366 - Cold Spring)		\$0.00
121805591	Posh Pets Acquisitions, LLC	Posh Pets Acquisitions, LLC 9300 Shelbyville Rd., Suite 204 Louisville, KY 40222	PSP Franchising, LLC	Franchise Agreement, dated 05/03/2023, as renewed or amended (Store #4367 - Lexington)		\$0.00

Assumed Contracts / Lease List

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121805592	Posh Pets MN, LLC	Posh Pets MN, LLC 9300 Shelbyville Rd., Suite 204 Louisville, KY 40222	PSP Franchising, LLC	Franchise Agreement, dated 05/31/2022, as renewed or amended (Store #4002 - Crystal)		\$0.00
121805593	Posh Pets MN, LLC	Posh Pets MN, LLC 9300 Shelbyville Rd., Suite 204 Louisville, KY 40222	PSP Franchising, LLC	Franchise Agreement, dated 05/31/2022, as renewed or amended (Store #4021 - Vadnais Heights)		\$0.00
121805594	Posh Pets NC, LLC	Posh Pets NC, LLC 9300 Shelbyville Rd., Suite 204 Louisville, KY 40222	PSP Franchising, LLC	Franchise Agreement, dated 05/20/2018, as renewed or amended (Store #4010 - Wilmington)		\$0.00
121805595	Posh Pets NC, LLC	Posh Pets NC, LLC 9300 Shelbyville Rd., Suite 204 Louisville, KY 40222	PSP Franchising, LLC	Franchise Agreement, dated 08/20/2018, as renewed or amended (Store #4208 - St. Albans)		\$0.00
121805596	Posh Pets NC, LLC	Posh Pets NC, LLC 9300 Shelbyville Rd., Suite 204 Louisville, KY 40222	PSP Franchising, LLC	Franchise Agreement, dated 10/25/2018, as renewed or amended (Store #4210 - Wilmington)		\$0.00
121805597	Posh Pets NC, LLC	Posh Pets NC, LLC 9300 Shelbyville Rd., Suite 204 Louisville, KY 40222	PSP Franchising, LLC	Franchise Agreement, dated 12/23/2021, as renewed or amended (Store #4273 - Wilmington)		\$0.00
121805598	Posh Pets NC, LLC	Posh Pets NC, LLC 9300 Shelbyville Rd., Suite 204 Louisville, KY 40222	PSP Franchising, LLC	Franchise Agreement, dated 12/22/2020, as renewed or amended (Store #4363 - Harrison)		\$0.00
121805599	Posh Pets NC, LLC	Posh Pets NC, LLC 9300 Shelbyville Rd., Suite 204 Louisville, KY 40222	PSP Franchising, LLC	Franchise Agreement, dated 12/22/2020, as renewed or amended (Store #4364 - Cincinnati)		\$0.00
121805600	Posh Pets NC, LLC	Posh Pets NC, LLC 9300 Shelbyville Rd., Suite 204 Louisville, KY 40222	PSP Franchising, LLC	Franchise Agreement, dated 12/22/2020, as renewed or amended (Store #4382 - Hamilton)		\$0.00
121805601	Posh Pets NC, LLC	Posh Pets NC, LLC 9300 Shelbyville Rd., Suite 204 Louisville, KY 40222	PSP Franchising, LLC	Franchise Agreement, dated 10/06/2021, as renewed or amended (Store #4469 - Shelbyville)		\$0.00
121805602	Posh Pets NC, LLC	Posh Pets NC, LLC 9300 Shelbyville Rd., Suite 204 Louisville, KY 40222	PSP Franchising, LLC	Franchise Agreement, dated 06/03/2022, as renewed or amended (Store #4525 - Anderson)		\$0.00
121805603	Posh Pets WV, LLC	Posh Pets WV, LLC 9300 Shelbyville Rd., Suite 204 Louisville, KY 40222	PSP Franchising, LLC	Franchise Agreement, dated 09/16/2019, as renewed or amended (Store #4467 - Barboursville)		\$0.00
121805604	Postmates Inc.	Postmates Inc. 201 3rd St San Francisco, CA 94103	Pet Supplies "Plus", LLC	Postmates API Merchant Agreement		\$0.00
121805612	Powerhouse Dynamics, Inc.	Powerhouse Dynamics, Inc. 1 Bridge St Newton, MA 02458	Pet Supplies "Plus", LLC	SiteSage License Agreement		\$51,271.40
121805614	Powerhouse Dynamics, LLC	Powerhouse Dynamics, LLC 1 Bridge St Newton, MA 02458	PSP Stores, LLC	Amendment 6 to SiteSage License Agreement		\$0.00
121805618	PPG ARCHITECTURAL FINISHES, INC.	PPG ARCHITECTURAL FINISHES, INC. 400 Bertha Lamm Drive Cranberry Township, PA 16066	PSP Group, LLC	PPG ARCHITECTURAL FINISHES, INC. PSP GROUP, LLC D/B/A PET SUPPLIES PLUS SALES AGREEMENT		\$0.00
121805624	Pradhans Pets Empire 2, LLC	Pradhans Pets Empire 2, LLC 1039 Pitch Pine Street Hickory Creek, TX 75065	PSP Franchising, LLC	Franchise Agreement, dated 01/02/2024, as renewed or amended (Store #4627 - Greenville)		\$0.00
121805625	Pradhans Pets Empire, LLC	Pradhans Pets Empire, LLC 1039 Pitch Pine Street Hickory Creek, TX 75065	PSP Franchising, LLC	Franchise Agreement, dated 12/19/2023, as renewed or amended (Store #4626 - Decatur)		\$0.00
121805626	Pradhan's Pets, Inc.	Pradhan's Pets, Inc. 1039 Pitch Pine Street Hickory Creek, TX 75065	PSP Franchising, LLC	Franchise Agreement, dated 02/18/2019, as renewed or amended (Store #4222 - Fate)		\$0.00

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121805628	Prairie Dog Pet Products, LLC	Prairie Dog Pet Products, LLC 907 Avenue R Grand Prairie, TX 75050	PSP Group, LLC	Addendum to Private Brand Pet Foods Agreement		\$0.00
121805640	Premier Enterprises, Inc.	Premier Enterprises, Inc. 15330 Lynndale St. Goddard, KS 67052	PSP Franchising, LLC	Franchise Agreement, dated 01/20/2016, as renewed or amended (Store #4084 - Wichita)		\$0.00
121805641	Premier Enterprises, Inc.	Premier Enterprises, Inc. 15330 Lynndale St. Goddard, KS 67052	PSP Franchising, LLC	Franchise Agreement, dated 12/30/2020, as renewed or amended (Store #4414 - Wichita)		\$0.00
121805648	Preston Elizabeth T Squared Alpha, LLC	Preston Elizabeth T Squared Alpha, LLC 5 Sherwood Ave. Madison, NJ 07940	PSP Franchising, LLC	Franchise Agreement, dated 04/14/2016, as renewed or amended (Store #4095 - Garwood)		\$0.00
121805649	Preston Elizabeth T Squared Beta, LLC	Preston Elizabeth T Squared Beta, LLC 5 Sherwood Ave. Madison, NJ 07940	PSP Franchising, LLC	Franchise Agreement, dated 05/02/2018, as renewed or amended (Store #4184 - Cedar Knolls)		\$0.00
121805650	Preston Elizabeth T Squared Gamma, LLC	Preston Elizabeth T Squared Gamma, LLC 5 Sherwood Ave. Madison, NJ 07940	PSP Franchising, LLC	Franchise Agreement, dated 12/02/2019, as renewed or amended (Store #4293 - Florham Park)		\$0.00
121805652	Pretty Puppy, LLC	Pretty Puppy, LLC 3309 Post View Drive O'Fallon, MO 63368	WNW Franchising, LLC	Franchise Agreement, dated 11/27/2023, as renewed (Store #3010 - O'Fallon)		\$0.00
121805664	PrimePay, LLC	PrimePay, LLC 1487 Dunwoody Dr West Chester, PA 19380	Buddy's Newco, LLC	Master Services Agreement for Franchisor Services Pricing		\$2,621.90
121805672	PrintComm, Inc	PrintComm, Inc 2929 Davison Road Flint, MI 48506	PSP Group, LLC	Proposal for Prospect Data and Data Work for PSP Group Direct Mail Effort		\$0.00
121805687	ProKarma, Inc.	ProKarma, Inc. 8705 SW Nimbus Avenue Beaverton, OR 97008	PSP Group, LLC	Master Services Agreement		\$0.00
121805700	Protection One Alarm Monitoring, Inc.	Protection One Alarm Monitoring, Inc. 800 E. Waterman Wichita, KS 67202	Pet Supplies "Plus", LLC	Commercial Schedule of Protection Proposal and Sales Agreement		\$0.00
121805709	PRP Pet Supplies Inc.	PRP Pet Supplies Inc. 900 Green Sea Trail Chesapeake, VA 23323	PSP Franchising, LLC	Franchise Agreement, dated 12/10/2021, as renewed or amended (Store #4560 - Chesapeake)		\$0.00
121805710	PS1 Rocky LLC	PS1 Rocky LLC 167 Route 9 Englishtown, NJ 07726	PSP Franchising, LLC	Franchise Agreement, dated 03/06/2023, as renewed or amended (Store #4588 - Tinton Falls)		\$0.00
121805711	PSP 7 Detroit LLC	PSP 7 Detroit LLC 8508 Golfside Dr. Commerce Township, MI 48382	PSP Franchising, LLC	Franchise Agreement, dated 09/14/2004, as renewed or amended (Store #7 - Detroit)		\$0.00
121805712	PSP Anthem, LLC	PSP Anthem, LLC 710 East Desert Ranch Rd. Phoenix, AZ 85086	PSP Franchising, LLC	Franchise Agreement, dated 09/29/2021, as renewed or amended (Store #4454 - Phoenix)		\$0.00
121805714	PSP Bolingbrook, L.L.C.	PSP Bolingbrook, L.L.C. c/o National Shopping Plazas, Inc., 200 W. Madison St., Suite 4200 Chicago, IL 60606	PSP Franchising, LLC	Franchise Agreement, dated 07/18/2007, as renewed or amended (Store #180 - Bolingbrook)		\$0.00
121805715	PSP Collins, LLC	PSP Collins, LLC 3620 Cole Drive Baton Rouge, LA 70806	PSP Franchising, LLC	Franchise Agreement, dated 12/30/2021, as renewed or amended (Store #4486 - Baton Rouge)		\$0.00
121805716	PSP Dallas, LP	PSP Dallas, LP 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 07/14/2015, as renewed or amended (Store #4025 - Fort Worth)		\$0.00
121805717	PSP Dallas, LP	PSP Dallas, LP 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 02/12/2016, as renewed or amended (Store #4057 - Carrollton)		\$0.00

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121805718	PSP Dallas, LP	PSP Dallas, LP 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 03/22/2016, as renewed or amended (Store #4060 - Ft. Worth)		\$0.00
121805719	PSP Dallas, LP	PSP Dallas, LP 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 04/18/2016, as renewed or amended (Store #4064 - Dallas)		\$0.00
121805720	PSP Dallas, LP	PSP Dallas, LP 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 05/30/2017, as renewed or amended (Store #4140 - Wylie)		\$0.00
121805721	PSP Dallas, LP	PSP Dallas, LP 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 07/18/2017, as renewed or amended (Store #4150 - Dallas)		\$0.00
121805722	PSP Dallas, LP	PSP Dallas, LP 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 08/19/2019, as renewed or amended (Store #4170 - Forney)		\$0.00
121805723	PSP Dallas, LP	PSP Dallas, LP 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 02/01/2019, as renewed or amended (Store #4220 - McKinney)		\$0.00
121805724	PSP Dallas, LP	PSP Dallas, LP 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 02/21/2019, as renewed or amended (Store #4234 - Dallas)		\$0.00
121805725	PSP Dallas, LP	PSP Dallas, LP 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 09/26/2019, as renewed or amended (Store #4274 - Denton)		\$0.00
121805726	PSP Dallas, LP	PSP Dallas, LP 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 04/21/2020, as renewed or amended (Store #4318 - North Richland Hills)		\$0.00
121805727	PSP Dallas, LP	PSP Dallas, LP 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 01/04/2002, as renewed or amended (Store #7002 - Dallas)		\$0.00
121805728	PSP Dallas, LP	PSP Dallas, LP 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 06/27/2006, as renewed or amended (Store #7005 - Plano)		\$0.00
121805729	PSP Dallas, LP	PSP Dallas, LP 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 07/24/2010, as renewed or amended (Store #7010 - Richardson)		\$0.00
121805730	PSP Dallas, LP	PSP Dallas, LP 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, as renewed or amended (Store #7015 - Garland)		\$0.00
121805731	PSP Dallas, LP	PSP Dallas, LP 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, as renewed or amended (Store #7016 - Arlington)		\$0.00
121805732	PSP Dallas, LP	PSP Dallas, LP 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 07/02/2014, as renewed or amended (Store #7017 - Dallas)		\$0.00
121805733	PSP Dallas, LP	PSP Dallas, LP 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 04/22/2015, as renewed or amended (Store #7018 - Hurst)		\$0.00
121805734	PSP Fargo, LLC	PSP Fargo, LLC 428 N. Highway 218, Suite #3 Aberdeen, SD 57401	PSP Franchising, LLC	Franchise Agreement, dated 07/25/2021, as renewed or amended (Store #4609 - West Fargo)		\$0.00
121805735	PSP Fort Myers, LLC	PSP Fort Myers, LLC 737 Lake Shore Grosse Pointe Shores, MI 48236	PSP Franchising, LLC	Franchise Agreement, dated 04/17/2015, as renewed or amended (Store #4004 - Fort Myers)		\$0.00
121900007	PSP Investments LLC	PSP Investments LLC c/o James Antonopoulos 4117 Blake Lane Glenview, IL 60026	Pet Supplies "Plus", LLC	Lease Agreement, dated 03/12/1993, as amended (Elmwood Park, IL)	Elmwood Park, IL (0064)	\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121805737	PSP Lapeer, LLC	PSP Lapeer, LLC 737 Lake Shore Grosse Pointe Shores, MI 48236	PSP Franchising, LLC	Franchise Agreement, dated 12/05/1997, as renewed or amended (Store #103 - Lapeer)		\$0.00
121805738	PSP LITH, L.L.C.	PSP LITH, L.L.C. c/o National Shopping Plazas, Inc., 200 W. Madison St., Suite 4200 Chicago, IL 60606	PSP Franchising, LLC	Franchise Agreement, dated 07/03/2012, as renewed or amended (Store #213 - Lake in the Hills)		\$0.00
121805739	PSP Montgomery, L.L.C.	PSP Montgomery, L.L.C. c/o National Shopping Plazas, Inc., 200 W. Madison St., Suite 4200 Chicago, IL 60606	PSP Franchising, LLC	Franchise Agreement, dated 01/08/2014, as renewed or amended (Store #227 - Montgomery)		\$0.00
121805740	PSP Moon Valley, LLC	PSP Moon Valley, LLC 3814 S. Brush Arbor Flagstaff, AZ 86005	PSP Franchising, LLC	Franchise Agreement, dated 12/11/2019, as renewed or amended (Store #4294 - Phoenix)		\$0.00
121805741	PSP Naperville Ogden, L.L.C.	PSP Naperville Ogden, L.L.C. c/o National Shopping Plazas, Inc., 200 W. Madison St., Suite 4200 Chicago, IL 60606	PSP Franchising, LLC	Franchise Agreement, dated 11/15/2009, as renewed or amended (Store #184 - Naperville)		\$0.00
121805742	PSP Naperville South, L.L.C.	PSP Naperville South, L.L.C. c/o National Shopping Plazas, Inc., 200 W. Madison St., Suite 4200 Chicago, IL 60606	PSP Franchising, LLC	Franchise Agreement, dated 02/04/2008, as renewed or amended (Store #183 - Naperville)		\$0.00
121805743	PSP North Aurora, L.L.C.	PSP North Aurora, L.L.C. c/o National Shopping Plazas, Inc., 200 W. Madison St., Suite 4200 Chicago, IL 60606	PSP Franchising, LLC	Franchise Agreement, dated 11/16/2009, as renewed or amended (Store #188 - North Aurora)		\$0.00
121805744	PSP North Scottsdale, LLC	PSP North Scottsdale, LLC 3814 S. Brush Arbor Flagstaff, AZ 86005	PSP Franchising, LLC	Franchise Agreement, dated 07/16/2018, as renewed or amended (Store #4190 - Scottsdale)		\$0.00
121805745	PSP of Hollywood, LLC	PSP of Hollywood, LLC 3719 Condor Ct. Weston, FL 33331	PSP Franchising, LLC	Franchise Agreement, dated 05/04/2011, as renewed or amended (Store #8047 - Hollywood)		\$0.00
121805746	PSP Orland Park, L.L.C.	PSP Orland Park, L.L.C. c/o National Shopping Plazas, Inc., 200 W. Madison St., Suite 4200 Chicago, IL 60606	PSP Franchising, LLC	Franchise Agreement, dated 02/27/2014, as renewed or amended (Store #229 - Orland Park)		\$0.00
121805747	PSP Oro Valley, LLC	PSP Oro Valley, LLC 3814 S. Brush Arbor Flagstaff, AZ 86005	PSP Franchising, LLC	Franchise Agreement, dated 09/18/2023, as renewed or amended (Store #4614 - Oro Valley)		\$0.00
121805748	PSP Ortonville, LLC	PSP Ortonville, LLC 737 Lake Shore Grosse Pointe Shores, MI 48236	PSP Franchising, LLC	Franchise Agreement, dated 05/08/2008, as renewed or amended (Store #178 - Ortonville)		\$0.00
121805749	PSP Redford, LLC	PSP Redford, LLC 737 Lake Shore Grosse Pointe Shores, MI 48236	PSP Franchising, LLC	Franchise Agreement, dated 05/26/2022, as renewed or amended (Store #1 - Redford Township)		\$0.00
121805750	PSP Rockies, LLC	PSP Rockies, LLC 336 Morning Star Way Castle Rock, CO 80108	PSP Franchising, LLC	Franchise Agreement, dated 07/29/2022, as renewed or amended (Store #4531 - Denver)		\$0.00
121805751	PSP Streamwood, L.L.C.	PSP Streamwood, L.L.C. c/o National Shopping Plazas, Inc., 200 W. Madison St., Suite 4200 Chicago, IL 60606	PSP Franchising, LLC	Franchise Agreement, dated 12/23/2013, as renewed or amended (Store #222 - Streamwood)		\$0.00
121805752	PSP TS, LLC	PSP TS, LLC 16409 Lucia Gardens Lane Tampa, FL 33625	PSP Franchising, LLC	Franchise Agreement, dated 02/14/2022, as renewed or amended (Store #4308 - Holiday)		\$0.00
121805753	PSP Yorkville, L.L.C.	PSP Yorkville, L.L.C. c/o National Shopping Plazas, Inc., 200 W. Madison St., Suite 4200 Chicago, IL 60606	PSP Franchising, LLC	Franchise Agreement, dated 06/12/2014, as renewed or amended (Store #238 - Yorkville)		\$0.00

Assumed Contracts / Lease List

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121900129	PZ Southern Limited Partnership	PZ Southern Limited Partnership c/o Pearson Partners, Inc. 630 Fifth Avenue Suite 2820 New York, NY 10111-0202	PSP Stores, LLC	Lease, dated 01/14/2014, as amended (Bridgeville, PA)	Bridgeville, PA (0226)	\$0.00
121900151	Quaker Malls, LLC	Quaker Malls, LLC 1680 Route 23 Suite 330 Wayne, NJ 07470	PSP Stores, LLC	Lease Agreement, dated 02/14/2015, as amended (Bayville, NJ)	Bayville, NJ (4040)	\$0.00
121805789	Quality Pet Food and Supply, LLC	Quality Pet Food and Supply, LLC 5543 Mahoning Avenue Austintown, OH 44515-2316	PSP Franchising, LLC	Franchise Agreement, dated 06/10/2020, as renewed or amended (Store #4326 - Austintown)		\$0.00
121805804	Quikly®, Inc.	Quikly®, Inc. 1505 Woodward Ave 4th Floor Detroit, MI 48226	PSP Group, LLC	Quikly Master Services Agreement		\$3,600.00
121805813	R&R's Dog House, LLC	R&R's Dog House, LLC 505 S Forest Ridge Broken Arrow, OK 74014	PSP Franchising, LLC	Franchise Agreement, dated 09/21/2021, as renewed or amended (Store #4092 - Tulsa)		\$0.00
121805814	R&R's Dog House, LLC	R&R's Dog House, LLC 505 S Forest Ridge Broken Arrow, OK 74014	PSP Franchising, LLC	Franchise Agreement, dated 09/21/2021, as renewed or amended (Store #4221 - Owasso)		\$0.00
121805815	R&R's Dog House, LLC	R&R's Dog House, LLC 505 S Forest Ridge Broken Arrow, OK 74014	PSP Franchising, LLC	Franchise Agreement, dated 10/05/2023, as renewed or amended (Store #4623 - Richmond)		\$0.00
121900029	R.K. West Roxbury, LLC	R.K. West Roxbury, LLC c/o RK Centers 50 Cabot St. Suite 200 Needham, MA 02494	Pet Supplies "Plus", LLC	Lease, dated 08/01/2006, as amended (West Roxbury, MA)	West Roxbury, MA (9003)	\$0.00
121805823	Radiant Pets Holdings, LLC	Radiant Pets Holdings, LLC 220 Newport Center Drive 11-252 Newport Beach, CA 92660	PSP Franchising, LLC	Franchise Agreement, dated 10/25/2023, as renewed or amended (Store #4622 - Wichita)		\$0.00
121900127	RAR2 - Wicker Park Commons, LLC	RAR2 - Wicker Park Commons, LLC c/o Mid-America Asset Management, Inc. One Parkview Plaza 9th Floor Oakbrook Terrace, IL 60181	PSP Stores, LLC	Lease, dated 09/12/2013, as amended (Chicago, IL)	Chicago, IL (Wicker Park) (0224)	\$0.00
122000020	RB Seminole LLC	RB Seminole LLC c/o RD MGT 810 7TH AVE, FLOOR 10 NEW YORK, NY 10019	Buddy's Newco, LLC	Lease dated June 12, 1992, as amended (Store 32)	32	\$491.75
121805851	RBL Enterprise, LTD	RBL Enterprise, LTD 5062 Colony Woods Dr. Kalamazoo, MI 49009	PSP Franchising, LLC	Franchise Agreement, dated 10/14/2005, as renewed or amended (Store #77 - Portage)		\$0.00
121900227	RD Branch Associates, L.P.	RD Branch Associates, L.P. c/o Acadia Realty Trust 411 Theodore Fremd Ave. Suite 300 Rye, NY 10580	PSP Stores, LLC	Lease, dated 08/27/2001, as amended (Smithtown, NY)	Smithtown, NY (9043)	\$0.00
121900065	Realty Income Corporation	Realty Income Corporation Attn: Legal Dept. 11995 El Camino Real San Diego, CA 92130	PSP Stores, LLC	Lease, dated 05/15/2009, as amended (Warren, MI)	Warren, MI (0043)	\$0.00
129990900	REBIS, LLC dba Property Works	REBIS, LLC dba Property Works 708 Church St Decatur, GA 30030	Pet Supplies "Plus", LLC	Consent and Approval Engagement Letter		\$15,700.00
121805870	Red Bull North America, Inc.	Red Bull North America, Inc. 1630 Stewart Street Santa Monica, ia 90404	PSP Stores, LLC	Merchandise Agreement		\$0.00

Assumed Contracts / Lease List

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121805871	Red Canary, Inc.	Red Canary, Inc. 1501 South Mo-Pac Expressway Suite 400 Austin, TX 78746	Pet Supplies "Plus", LLC	Red Canary Managed Detection and Response Services Agreement		\$0.00
122000013	Red Investments Corp	Red Investments Corp 106 Satsuma Drive ATTN CARMEN CUELLO Altamonte Springs, FL 32714	Buddy's Newco, LLC	Lease Agreement dated May 6, 1991, as amended (Store 24)	24	\$0.00
121900225	Regency Centers	Regency Centers 28 Church Lane Suite 200 Westport, CT 06880	PSP Stores, LLC	Lease, dated 05/16/2003, as amended (Valley Stream, NY)	Valley Stream, NY (9038)	\$1,359.21
121805889	Reiber, Inc.	Reiber, Inc. 14240 Imboden Rd. Hudson, CO 80642	PSP Franchising, LLC	Franchise Agreement, dated 05/08/2015, as renewed or amended (Store #4001 - Englewood)		\$0.00
129900012	Retail Services WIS Corporation, d/b/a WIS International	Retail Services WIS Corporation, d/b/a WIS International PO BOX 200081 DALLAS , TX 753200081	WNW Stores, LLC	Master Services Agreement		\$0.00
121900028	Reynolda Manor, LLC	Reynolda Manor, LLC c/o Meridian Realty Services P.O. Box 20429 Winston-Salem, NC 27120	Pet Supplies "Plus", LLC	Lease Agreement, dated 02/04/1998, as amended (Winston-Salem, NC)	Winston- Salem, NC (8014)	\$0.00
121805998	RGIS, LLC	RGIS, LLC 2000 Taylor Road Suite #200 Auburn Hills, MI 48326-1771	PSP Stores, LLC	Master Services Agreement		\$0.00
121806009	Ricoh USA, Inc.	Ricoh USA, Inc. 300 Eagleview Blvd Ste 200 Exton, PA 19341	PSP Group, LLC	Lease Agreement		\$0.00
121806015	Rightpoint Consulting, LLC	Rightpoint Consulting, LLC 29 North Wacker Drive 4th Floor Chicago, IL 60606	Pet Supplies "Plus", LLC	Master Services Agreement		\$0.00
121806046	RJSB Pet Group II, LLC	RJSB Pet Group II, LLC 5218 Rio Grande Drive Raleigh, NC 27616	PSP Franchising, LLC	Franchise Agreement, dated 10/25/2019, as renewed or amended (Store #4284 - Wake Forest)		\$0.00
121806047	RJSB Pet Group, LLC	RJSB Pet Group, LLC 5218 Rio Grande Drive Raleigh, NC 27616	PSP Franchising, LLC	Franchise Agreement, dated 10/04/2019, as renewed or amended (Store #4282 - Cary)		\$0.00
122000317	RKR Ventures LLC	RKR Ventures LLC 701 Mike's Pike Street, Suite B Winslow, AZ 86047	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/01/2021, as amended or extended (Store 416)	416	\$0.00
121900020	RLGVS Partners, LLC	RLGVS Partners, LLC c/o Bennet Williams Realty, Inc. 3528 Concord rd. York, PA 17402	Pet Supplies "Plus", LLC	Lease Agreement, dated 01/23/2012, as amended (Etters, PA)	Etters, PA (4395)	\$0.00
121806051	RNU, Inc.	RNU, Inc. 3859 Wabeek Lake Drive E Bloomfield Hills, MI 48302	PSP Franchising, LLC	Franchise Agreement, dated 09/10/2003, as renewed or amended (Store #48 - Bloomfield Hills)		\$0.00
121806054	Rocam, Inc.	Rocam, Inc. 1437 Cantoria Avenue Coral Gables, FL 33146	PSP Franchising, LLC	Franchise Agreement, dated 01/05/2021, as renewed or amended (Store #4224 - Miami)		\$0.00
121806078	RRR and B, LLC	RRR and B, LLC 124 Featherstone Lane SE Owens Cross Roads, AL 35763	PSP Franchising, LLC	Franchise Agreement, dated 11/28/2016, as renewed or amended (Store #4119 - Madison)		\$0.00
121806079	RRR and B, LLC	RRR and B, LLC 124 Featherstone Lane SE Owens Cross Roads, AL 35763	PSP Franchising, LLC	Franchise Agreement, dated 11/22/2018, as renewed or amended (Store #4212 - Huntsville)		\$0.00

Assumed Contracts / Lease List

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121806085	Rudra Pet Supplies Inc	Rudra Pet Supplies Inc 900 Green Sea Trail Chesapeake, VA 23323	PSP Franchising, LLC	Franchise Agreement, dated 09/24/2024, as renewed or amended (Store #4642 - Chesapeake)		\$0.00
121806087	Rumpke of Indiana, LLC	Rumpke of Indiana, LLC 1510 E 4h Street Seymour, IN 47274	PSP Distribution, LLC	Customer Service Agreement for Waste & Recycling Services		\$0.00
121806090	Rush Direct, Inc.	Rush Direct, Inc. 890 North Wood Dale Road Wood Dale IL 60191 Wood Dale, IL 60191	PSP Group, LLC	Private Brand Pet Foods Agreement		\$0.00
121806102	S & A Investment CO.	S & A Investment CO. 620 S. Wayfare Tr. Oconomowoc, WI 53066	PSP Franchising, LLC	Franchise Agreement, dated 05/10/1993, as renewed or amended (Store #41 - Brookfield)		\$0.00
121806103	S & A Investment CO.	S & A Investment CO. 620 S. Wayfare Tr. Oconomowoc, WI 53066	PSP Franchising, LLC	Franchise Agreement, dated 02/04/1998, as renewed or amended (Store #60 - Glendale)		\$0.00
121806104	S & A Investment CO.	S & A Investment CO. 620 S. Wayfare Tr. Oconomowoc, WI 53066	PSP Franchising, LLC	Franchise Agreement, dated 01/29/1998, as renewed or amended (Store #81 - Greenfield)		\$0.00
121806107	S&P Global Ratings	S&P Global Ratings 55 Water Street New York, NY 10041	Franchise Group, Inc.	S&P Global Ratings Engagement Letter for Franchise Group, Inc.		\$953.42
121900194	S&S Singh Partners	S&S Singh Partners 555 East 28th Division Highway Lititz, PA 17543	PSP Stores, LLC	Lease, dated 02/10/2005, as amended (Ephrata, PA)	Ephrata, PA (4389)	\$0.00
121806124	Sageflo, Inc.	Sageflo, Inc. 4111 E. Madison Street Suite 87 Seattle, WA 98112	Pet Supplies "Plus", LLC	Pet Supplies Plus Wag N Wash Applications Order Document		\$0.00
121806125	Sageflo, Inc.	Sageflo, Inc. 4111 E. Madison Street Suite 87 Seattle, WA 98112	Pet Supplies "Plus", LLC	Solution Subscriptions + Custom Enhancements Order Document		\$0.00
121806128	Sageflo, Inc.	Sageflo, Inc. 4111 E. Madison Street Suite 87 Seattle, WA 98112	PSP Group, LLC	Pet Supplies Plus Radiate Event Template Order Document		\$0.00
121806133	Salesforce, Inc.	Salesforce, Inc. Salesforce Tower 415 Mission Street 3rd Floor San Francisco, CA 94105	Pet Supplies "Plus", LLC	Salesforce Order Form for Pet Supplies Plus		\$0.00
121806135	Samaya Capital Group, Inc.	Samaya Capital Group, Inc. 14 Sunrise Hill Road Orinda, CA 94563	PSP Franchising, LLC	Franchise Agreement, dated 09/15/2023, as renewed or amended (Store #4613 - Walnut Creek)		\$0.00
121900162	Sangamon North, LLC	Sangamon North, LLC c/o Carnegie Companies Inc 6190 Cochran Rd Suite A Solon, OH 44139	PSP Stores, LLC	Lease, dated 10/31/2016, as amended (Springfield, IL)	Springfield, IL (4090)	\$0.00
121806148	Sanvi Pet Supplies, Inc.	Sanvi Pet Supplies, Inc. 19 Madison Ave. New Hyde Park, NY 11040	PSP Franchising, LLC	Franchise Agreement, dated 12/10/2021, as renewed or amended (Store #4610 - East Meadow)		\$0.00
121806157	Savills, Inc.	Savills, Inc. 520 Newport Center Drive 8th Floor Newport Beach, CA 92660	Pet Supplies "Plus", LLC	Real Estate Strategy and Brokerage Agreement		\$0.00

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121806159	SB Fateh LLC	SB Fateh LLC 8355 Cinnamon Ridge Lane Reno, NV 89523	PSP Franchising, LLC	Franchise Agreement, dated 06/29/2023, as renewed or amended (Store #4252 - Reno)		\$0.00
121806160	SBB Sterling Heights, LLC	SBB Sterling Heights, LLC 31500 Northwestern Highway, Suite 175 Farmington Hills, MI 48334	PSP Franchising, LLC	Franchise Agreement, dated 06/26/2017, as renewed or amended (Store #4144 - Sterling Heights)		\$0.00
121806161	SC Department of Commerce	SC Department of Commerce 1201 Main Street Suite 1600 Columbia, SC 29201	Pet Supplies "Plus", LLC	Grant Application for Project Gigi - Pet Supplies Plus LLC		\$0.00
121806163	SCB GLOBAL Ltd	SCB GLOBAL Ltd 37th floor 1 Canada Square Canary Wharf London, E14 5AA	Pet Supplies "Plus", LLC	Pet Supplies Plus OPTO4Teams Cloud Calling Scope of Work		\$0.00
121806164	SCB Global Ltd	SCB Global Ltd 37th floor 1 Canada Square Canary Wharf London, E14 5AA	PSP Group, LLC	SCB Global Ltd Standard Contract V4.2		\$0.00
121900043	Schoolcraft Commons Unit 9, L.L.C.	Schoolcraft Commons Unit 9, L.L.C. 150 W. 2nd Street Ste. 200 Royal Oak, MI 48067	PSP Group, LLC	Sublease, dated 06/01/2023, as amended (Livonia, MI)	Livonia, MI (0000)	\$0.00
121806169	Schultz Pet Supply, LLC	Schultz Pet Supply, LLC 2004 Schultz Rd. Franklin, TX 77856	PSP Franchising, LLC	Franchise Agreement, dated 09/10/2014, as renewed or amended (Store #4016 - Bryan)		\$0.00
121806170	Schultz Pet Supply, LLC	Schultz Pet Supply, LLC 2004 Schultz Rd. Franklin, TX 77856	PSP Franchising, LLC	Franchise Agreement, dated 03/17/2017, as renewed or amended (Store #4134 - Montgomery)		\$0.00
121806171	Schultz Pet Supply, LLC	Schultz Pet Supply, LLC 2004 Schultz Rd. Franklin, TX 77856	PSP Franchising, LLC	Franchise Agreement, dated 07/15/2020, as renewed or amended (Store #4330 - Waco)		\$0.00
121806172	Schultz Pet Supply, LLC	Schultz Pet Supply, LLC 2004 Schultz Rd. Franklin, TX 77856	PSP Franchising, LLC	Franchise Agreement, dated 03/25/2022, as renewed or amended (Store #4512 - Portland)		\$0.00
121806173	Schultz Pet Supply, LLC	Schultz Pet Supply, LLC 2004 Schultz Rd. Franklin, TX 77856	PSP Franchising, LLC	Franchise Agreement, dated 08/25/2022, as renewed or amended (Store #4539 - McAllen)		\$0.00
121802283	Schwinge Village Plaza, LLC	Schwinge Village Plaza, LLC c/o NEI Management & Development P.O. Box 1838 McHenry, IL 60051	Pet Supplies "Plus", LLC	Lease, dated 10/19/2005, as amended (Morton Grove, IL)	Morton Grove, IL (0038)	\$0.00
121806182	Scottcin Enterprises, Inc.	Scottcin Enterprises, Inc. 2621 S. Telegraph Rd. Dearborn, MI 48124	PSP Franchising, LLC	Franchise Agreement, dated 06/23/2003, as renewed or amended (Store #2 - Woodhaven)		\$0.00
121806183	Scottcin Enterprises, Inc.	Scottcin Enterprises, Inc. 15060 Eureka Rd. Southgate, MI 48124	PSP Franchising, LLC	Franchise Agreement, dated 04/22/1991, as renewed or amended (Store #18 - Taylor)		\$0.00
121806184	Scottcin Enterprises, Inc.	Scottcin Enterprises, Inc. 15060 Eureka Rd. Southgate, MI 48124	PSP Franchising, LLC	Franchise Agreement, dated 01/05/1996, as renewed or amended (Store #90 - Dearborn)		\$0.00
121806186	Scribcor Global Lease Administration, LLC	Scribcor Global Lease Administration, LLC 2 Mid America Plaza, Suite 650 Oakbrook Terrace, IL 60181	PSP Stores, LLC	First Amendment to Lease Abstract Services Agreement		\$2,725.37
121806187	Scully Dog Enterprises, Inc.	Scully Dog Enterprises, Inc. 3150 Woodwalk Dr SE, Unit 3201 Atlanta, GA 30339-8495	PSP Franchising, LLC	Franchise Agreement, dated 08/12/2015, as renewed or amended (Store #4020 - Smyrna)		\$0.00

Assumed Contracts / Lease List

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121900102	Sea Mist I, LLC	Sea Mist I, LLC Attn: George K. Gesouras PO Box 21381 Columbus, OH 43211	PSP Stores, LLC	Lease, dated 10/01/2003, as amended (Newark, OH)	Newark, OH (0151)	\$1,168.66
121806196	SecureWorks, Inc.	SecureWorks, Inc. 1 Concourse Pkwy NE #500 Atlanta, GA 30328	PSP Group, LLC	Customer Relationship Agreement		\$0.00
121806203	Security 101 LLC	Security 101 LLC 1450 Centrepark Blvd. Ste 210 West Palm Beach, FL 33401	Buddy's Newco, LLC	Security Service Contract		\$0.00
122000016	Sembler Family Land Trust	Sembler Family Land Trust C/O THE SEMBLER COMPANY 5858 CENTRAL AVENUE ST PETERSBURG, FL 33707	Buddy's Newco, LLC	Lease Agreement dated December 17, 2012, as amended (Store 26)	26	\$380.83
121806251	Service Express	Service Express 3854 Broadmoor Ave. SE Grand Rapids MI 49512, MI 49512	Pet Supplies "Plus", LLC	Service Agreement 33427		\$0.00
121900005	Set Point Properties, LLC	Set Point Properties, LLC c/o Watermark Property Management, LLC 1030 W. Chicago Ave Suite 300 Chicago, IL 60642	Pet Supplies "Plus", LLC	Lease Agreement, dated 09/02/1993, as amended (Arlington Heights, IL)	Arlington Heights, IL (0057)	\$0.00
121806256	Shaina Fishman Photography LLC	Shaina Fishman Photography LLC 149 Huron Street #2D Brooklyn, NY 11222	PSP Group, LLC	Intellectual Property Rights License Agreement		\$0.00
121900040	Shamrock A Owner, LLC	Shamrock A Owner, LLC 101 East Washington Street Suite 400 Greenville, SC 29601	PSP Distribution, LLC	Lease, dated on August 1, 2022, as amended (Orangeburg, SC)	Orangeburg, SC	\$16,704.98
121806257	SHAMROCK A OWNER, LLC	SHAMROCK A OWNER, LLC 122 Palmetto Commerce Parkway Orangeburg, SC 29115	Pet Supplies "Plus", LLC	COMMENCEMENT DATE AGREEMENT		\$0.00
122000022	Shanri Holdings Corp	Shanri Holdings Corp Post Office Box 160403 Mobile, AL 36616-1403	Buddy's Newco, LLC	Lease Agreement dated October 19, 2020, as amended (Store 34)	34	\$0.00
121806269	Shaw + Scott, Inc.	Shaw + Scott, Inc. 1513 33rd Ave. Seattle, WA 98122	Pet Supplies "Plus", LLC	Professional Services Statement of Work		\$0.00
121806271	Shaw + Scott, Inc.	Shaw + Scott, Inc. 1513 33rd Ave. Seattle, WA 98122	Pet Supplies "Plus", LLC	Master Services Agreement		\$0.00
121806281	Shenzhen XingRisheng Industrial Co., Ltd	Shenzhen XingRisheng Industrial Co., Ltd Baolong Ind. City Longgang Shenzhen Shenzhen, China	PSP Group, LLC	Private Brand Products Agreement		\$0.00
121900094	Sheridan Center, LLC	Sheridan Center, LLC 6120 Lendell Road Sanborn, NY 14132	PSP Stores, LLC	Lease, dated 09/05/2002, as amended (Amherst, NY)	Amherst, NY (0134)	\$0.00
122000025	SHERWIN-WILLIAMS COMPANY	SHERWIN-WILLIAMS COMPANY 101 West Prospect Avenue Cleveland, OH 44115	Buddy's Newco, LLC	Lease dated February 29, 2000, as amended (Store 43)	43	\$432.35
121900221	Shillington Partners, LLC.	Shillington Partners, LLC. c/o Realty Resource Capital Corp. 7600 Jericho Turnpike Suite 402 Woodbury, NY 11797	PSP Stores, LLC	Lease, dated 08/29/2006, as amended (Shillington, PA)	Shillington, PA (9025)	\$1,619.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121806295	Shine Holdings Ken Caryl, LLC	Shine Holdings Ken Caryl, LLC 15741 W Eureka Avenue Morrison, CO 80465	PSP Franchising, LLC	Franchise Agreement, dated 09/30/2024, as renewed or amended (Store #4654 - Ken Caryl)		\$0.00
121806296	Shine Holdings, LLC	Shine Holdings, LLC 15741 W Eureka Avenue Morrison, CO 80465	PSP Franchising, LLC	Franchise Agreement, dated 05/03/2024, as renewed or amended (Store #4641 - Lakewood)		\$0.00
121900229	Shoppes at Bedford 15 A, LLC	Shoppes at Bedford 15 A, LLC c/o ACF Property Management 12411 Ventura Blvd Studio City, CA 91604	PSP Stores, LLC	Lease, dated 01/08/2011, as amended (Bedford, NH)	Bedford, NH (9052)	\$0.00
121900012	Shoregate Station LLC	Shoregate Station LLC c/o Phillips Edison and Co. 11501 Northlake Drive Cincinnati, OH 45249	Pet Supplies "Plus", LLC	Lease, dated 12/31/2008, as amended (Willowick, OH)	Willowick, OH (0191)	\$0.00
121900198	Shrewsbury Commons, L.P.	Shrewsbury Commons, L.P. c/o Chesapeake Commercial Properties, Inc. 4750 Owings Mills Blvd. Owings Mills, MD 21117	PSP Stores, LLC	Lease, dated 09/07/2005, as amended (Shrewsbury, PA)	Shrewsbury, PA (4400)	\$0.00
121806316	Siemens Industry, Inc.	Siemens Industry, Inc. 1000 Deerfield Parkway Buffalo Grove, IL 60089	PSP Stores, LLC	EQUIPMENT PURCHASE, RELATED DATA SERVICES AND PROFESSIONAL SERVICES AGREEMENT		\$434.56
121806328	Simmons Pet Food, Inc.	Simmons Pet Food, Inc. 601 N. Hico Street Siloam Springs, AR 72761	PSP Group, LLC	Private Brand Pet Foods Agreement		\$0.00
121806341	Singh Pets, LLC	Singh Pets, LLC 7548 Morris Street #2 Fulton, MD 20759	PSP Franchising, LLC	Franchise Agreement, dated 11/15/2022, as renewed or amended (Store #4503 - Beltsville)		\$0.00
121806369	Sitecore USA, Inc.	Sitecore USA, Inc. 101 California St Suite 1600 San Francisco, CA 94111	Pet Supplies "Plus", LLC	Sitecore Source Code License Agreement		\$39,702.13
121806371	Siterra, LLC	Siterra, LLC 10801-2 N. Mopac Expressway Suite 400 Austin, TX 78759	Pet Supplies "Plus", LLC	Master Subscription Agreement		\$0.00
121900128	SJSS Powell, LLC	SJSS Powell, LLC c/o MGM Management 485 Metro Place South Suite 270 Dublin, OH 43017	PSP Stores, LLC	Lease, dated 02/20/2013, as amended (Powell, OH)	Powell, OH (0225)	\$119.41
121806378	Skot Haus Pets L.L.C.	Skot Haus Pets L.L.C. 8917 W Lakeside Drive Sioux Falls, SD 57107	PSP Franchising, LLC	Franchise Agreement, dated 11/13/2019, as renewed or amended (Store #4300 - Sioux Falls)		\$0.00
121900203	Sky Cortland, LLC	Sky Cortland, LLC Attn: Avi Metchik 10101 Fondren Rd. Suite 545 Houston, TX 77096	PSP Stores, LLC	Lease Agreement, dated 08/17/2021, as amended (Cortland, NY)	Cortland, NY (4466)	\$0.00
121806381	Skyepets, LLC	Skyepets, LLC 20619 Shadow Mill Court Katy, TX 77450	PSP Franchising, LLC	Franchise Agreement, dated 03/05/2019, as renewed or amended (Store #4243 - Spring)		\$0.00
121900116	SL Yorkhouse Commons LLC	SL Yorkhouse Commons LLC c/o Cambridge Management, Ltd. 15941 S. Harlem Ave. PMB 108 Tinley Park, IL 60477	PSP Stores, LLC	Lease Agreement, dated 07/30/2012, as amended (Waukegan, IL)	Waukegan, IL (0208)	\$0.00
121900215	SLN Bellgrade, L.L.C.	SLN Bellgrade, L.L.C. c/o S.L. Nusbaum realty Co. 7200 Glen Forest Dr. Suite 300 Richmond, VA 23226	PSP Stores, LLC	Lease Agreement, dated 01/26/2012, as amended (Midlothian, VA)	Midlothian, VA (8059)	\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121806386	Sloans of PSP, LLC	Sloans of PSP, LLC 5771 Myers Road Akron, OH 43319	PSP Franchising, LLC	Franchise Agreement, dated 10/27/2021, as renewed or amended (Store #4485 - Norton)		\$0.00
121900195	Smith Land & Improvement Corporation	Smith Land & Improvement Corporation 1810 Market Street Camp Hill, PA 17011	PSP Stores, LLC	Lease, dated 09/08/2010, as amended (Lemoyne, PA)	Lemoyne, PA (4393)	\$0.00
121806410	SOCi, Inc.	SOCi, Inc. 8605 Santa Monica Blvd PMB 47149 West Hollywood, CA 90069-4109	PSP Group, LLC	SOCi Order Form and Master Subscription Agreement		\$0.00
121806416	SocialWise, Inc., d.b.a. Rallio	SocialWise, Inc., d.b.a. Rallio 400 Spectrum Center Drive Suite 1250 Irvine, CA 92618	Pet Supplies "Plus", LLC	REVV AGREEMENT		\$0.00
121806421	SocialWise, Inc., d.b.a. Rallio	SocialWise, Inc., d.b.a. Rallio 400 Spectrum Center Drive Suite 1250 Irvine, CA 92618	Pet Supplies "Plus", LLC	Rallio Local Agreement		\$0.00
121806425	SOEMI Pet Supplies, Inc.	SOEMI Pet Supplies, Inc. 2027 Mackenzie Place Wheaton, IL 60187	PSP Franchising, LLC	Franchise Agreement, dated 12/09/2022, as renewed or amended (Store #4565 - Kenosha)		\$0.00
121806427	Sole Pet, LLC	Sole Pet, LLC 29 Long Hill Road New Vernon, NJ 07976	PSP Franchising, LLC	Franchise Agreement, dated 08/23/2023, as renewed or amended (Store #4157 - Pen Argyl)		\$0.00
121806439	South River Mills Investments, LLC	South River Mills Investments, LLC 56 Mills Gap Road Asheville, NC 28803	PSP Franchising, LLC	Franchise Agreement, dated 05/20/2023, as renewed or amended (Store #4601 - Hendersonville)		\$0.00
121806441	South State Bank	South State Bank c/o REPAY 3 West Paces Ferry Road Suite 200 Atlanta, GA 30309	Buddy's Newco, LLC	Electronic Payment Contract		\$0.00
121806443	Southbay Ventures, LLC	Southbay Ventures, LLC 1231 Horseshoe Drive Greensboro, GA 30642	PSP Franchising, LLC	Franchise Agreement, dated 06/21/2016, as renewed or amended (Store #4094 - Edmond)		\$0.00
121806444	Southbay Ventures, LLC	Southbay Ventures, LLC 1231 Horseshoe Drive Greensboro, GA 30642	PSP Franchising, LLC	Franchise Agreement, dated 02/19/2019, as renewed or amended (Store #4233 - Oklahoma City)		\$0.00
121900145	Spartan Square Limited Partnership	Spartan Square Limited Partnership 1463 West Main Street Suite P3 Salem, VA 24153	PSP Stores, LLC	Lease, dated 08/21/2015, as amended (Salem, VA)	Salem, VA (4027)	\$854.70
121806459	Special D Events, Inc.	Special D Events, Inc. 1420 Washington Boulevard Suite 301 Detroit, MI 48220	PSP Stores, LLC	Special D Events Contract		\$0.00
121806466	Spike Enterprises, Inc.	Spike Enterprises, Inc. 18914 IH 20 Cisco, TX 76437	PSP Franchising, LLC	Franchise Agreement, dated 01/27/2015, as renewed or amended (Store #4013 - Stephenville)		\$0.00
121806467	Spike Enterprises, Inc.	Spike Enterprises, Inc. 18914 IH 20 Cisco, TX 76437	PSP Franchising, LLC	Franchise Agreement, dated 05/24/2016, as renewed or amended (Store #4070 - Copperas Cove)		\$0.00
121806468	Spike Enterprises, Inc.	Spike Enterprises, Inc. 18914 IH 20 Cisco, TX 76437	PSP Franchising, LLC	Franchise Agreement, dated 03/12/2018, as renewed or amended (Store #4174 - Weatherford)		\$0.00
121806469	Spike Enterprises, Inc.	Spike Enterprises, Inc. 18914 IH 20 Cisco, TX 76437	PSP Franchising, LLC	Franchise Agreement, dated 01/31/2021, as renewed or amended (Store #4228 - Lubbock)		\$0.00
121806470	Spike Enterprises, Inc.	Spike Enterprises, Inc. 18914 IH 20 Cisco, TX 76437	PSP Franchising, LLC	Franchise Agreement, dated 09/09/2020, as renewed or amended (Store #4349 - Abilene)		\$0.00

Assumed Contracts / Lease List

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121806471	Spike Enterprises, Inc.	Spike Enterprises, Inc. 18914 IH 20 Cisco, TX 76437	PSP Franchising, LLC	Franchise Agreement, dated 03/22/2022, as renewed or amended (Store #4508 - Midland)		\$0.00
121806472	Spike Enterprises, Inc.	Spike Enterprises, Inc. 18914 IH 20 Cisco, TX 76437	PSP Franchising, LLC	Franchise Agreement, dated 03/22/2022, as renewed or amended (Store #4511 - Lubbock)		\$0.00
121900049	SPS Properties LP	SPS Properties LP 11 Cleveland Circle Skillman, NJ 08558	PSP Stores, LLC	Lease, dated 07/24/2008, as amended (Bethel Park, PA)	Bethel Park, PA (0087)	\$0.00
121900136	SRK Painesville Associates, LLC	SRK Painesville Associates, LLC c/o Benchmark Management Corp. 4053 Maple Road Amherst, NY 14226	PSP Stores, LLC	Lease, dated 06/26/2014, as amended (Painesville, OH)	Painesville, OH (0240)	\$0.00
121900061	SSC Associates Limited Partnership	SSC Associates Limited Partnership c/o Professional Property Mgmt. Co. of Michigan, Inc. 115 W. Brown Birmingham, MI 48003	PSP Stores, LLC	Lease, dated 04/02/2009, as amended (St. Clair Shores, MI)	St. Clair Shores, MI (0003)	\$806.20
121806503	SSSCR, Inc.	SSSCR, Inc. 208 St. James Avenue, Suite B Goose Creek, SC 29445	PSP Franchising, LLC	Franchise Agreement, dated 01/19/2016, as renewed or amended (Store #4262 - Goose Creek)		\$0.00
121806504	St. Croix Valley Holdings, Inc.	St. Croix Valley Holdings, Inc. 4751 Hiawatha Avenue Minneapolis, MN 55406	PSP Franchising, LLC	Franchise Agreement, dated 09/10/2002, as renewed or amended (Store #136 - Burnsville)		\$0.00
121806505	St. Croix Valley Holdings, Inc.	St. Croix Valley Holdings, Inc. 4751 Hiawatha Avenue Minneapolis, MN 55406	PSP Franchising, LLC	Franchise Agreement, dated 09/10/2002, as renewed or amended (Store #138 - Bloomington)		\$0.00
121806506	St. Croix Valley Holdings, Inc.	St. Croix Valley Holdings, Inc. 4751 Hiawatha Avenue Minneapolis, MN 55406	PSP Franchising, LLC	Franchise Agreement, dated 12/23/2010, as renewed or amended (Store #199 - Minneapolis)		\$0.00
121806510	StackAdapt Inc.	StackAdapt Inc. 210 King St East - Suite 500 Toronto, ON M5A 1J7	PSP Group, LLC	StackAdapt Digital Advertising Services Agreement		\$0.00
121806524	Stardust Partners, LLC	Stardust Partners, LLC c/o Pet Supplies Plus, 1300 MacDade Boulevard Woodlyn, PA 19094	PSP Franchising, LLC	Franchise Agreement, dated 01/13/2021, as renewed or amended (Store #4223 - Philadelphia)		\$0.00
121806533	Stealth Dog, Inc.	Stealth Dog, Inc. 382 Adams St. Plymouth, MI 48170	PSP Franchising, LLC	Franchise Agreement, dated 02/20/2004, as renewed or amended (Store #152 - Adrian)		\$0.00
121806547	Stevens Point Pets, LLC	Stevens Point Pets, LLC 2295 Spring Rose Road Verona, WI 53593	PSP Franchising, LLC	Franchise Agreement, dated 04/17/2023, as renewed or amended (Store #4596 - Stevens Point)		\$0.00
121806554	STM Investments, LLC	STM Investments, LLC 3106 Southern Hills Drive Des Moines, IA 50321	PSP Franchising, LLC	Franchise Agreement, dated 11/17/2022, as renewed or amended (Store #4599 - Kendall)		\$0.00
121900213	Store Property Marble, LLC	Store Property Marble, LLC 110 Hidden Pass San Antonio, TX 78323	PSP Stores, LLC	Lease, dated 04/01/2011, as amended (Marble Falls, TX)	Marble Falls, TX (7012)	\$0.00
121806563	STRAIGHT PATH IT SOLUTIONS, LLC	STRAIGHT PATH IT SOLUTIONS, LLC 12 E. Side Road Sanbornville, NH 03872	PSP Group, LLC	Professional Services Agreement		\$0.00
121806566	Strategic Defense Corporation	Strategic Defense Corporation 30 N Gould St Ste R Sheridan, WY 82801	PSP Group, LLC	Statement of Work for Adversarial Testing Services		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121806569	Strategic Pharmaceutical Solutions Inc., dba Vetsource	Strategic Pharmaceutical Solutions Inc., dba Vetsource 2005 SE 192nd Ave. Suite 200 Camas, WA 98607	PSP Group, LLC	Master Services Agreement		\$0.00
121806570	Strategic Pharmaceutical Solutions Inc., dba Vetsource Vet Success Inc. V2P2, LLC dba Vet2Pet	Strategic Pharmaceutical Solutions Inc., dba Vetsource Vet Success Inc. V2P2, LLC dba Vet2Pet 2005 SE 192nd Ave. Suite 200 Camas, WA 98607	PSP Group, LLC	Amendment No. 1 to Statement of Work Prescription Medication and Diet Nutrition Services		\$0.00
121806602	Sun Print Management	Sun Print Management 1101 N. Ward St. Tampa, FL 33607	Buddy's Newco, LLC	Master Service Agreement		\$125.00
121806619	Sunrise Technologies, Inc.	Sunrise Technologies, Inc. 525 Vine Street Suite 210 Winston Salem, NC 27101	PSP Group, LLC	Sunrise Master Services Agreement		\$0.00
121900038	Sunshine Lake Shore Associates, LLC	Sunshine Lake Shore Associates, LLC c/o Milbrook Properties Ltd. 42 Bayview Ave. Manhasset, NY 11030	Pet Supplies "Plus", LLC	Lease Agreement, dated 02/11/2010, as amended (Lake Ronkonkoma, NY)	Lake Ronkonkoma, NY (9049)	\$0.00
121806624	Super Design Manufacture Co., Ltd	Super Design Manufacture Co., Ltd 3rd Floor Building 52 Yonger New Industrial Area Zhongshan City, 528467	PSP Group, LLC	Private Brand Products Agreement		\$0.00
121806627	Superior Consulting Services, LLC	Superior Consulting Services, LLC 350 W Burnsville Pkwy Ste 550 Burnsville, MN 55337-4900	PSP Group, LLC	Superior Consulting Services, LLC Professional Services Agreement		\$0.00
121806630	SupplyLogic, LLC	SupplyLogic, LLC 1400 Universal Avenue Kansas City, MO 64120	PSP Group, LLC	Second Amendment to the Agreement		\$0.00
121806637	Surf City Pets, LLC	Surf City Pets, LLC 16152 Whitecap Lane Huntington Beach, CA 92649	PSP Franchising, LLC	Franchise Agreement, dated 02/12/2019, as renewed or amended (Store #4240 - Long Beach)		\$0.00
122000038	Surveying and Mapping, LLC	Surveying and Mapping, LLC 4801 SOUTHWEST PARKWAY BUILDING 2, STE 100 AUSTIN, TX 78735	Buddy's Newco, LLC	Office Lease dated June 14, 2021, as amended (Orlando)	Orlando	\$945.24
121900191	SUSO 1 Summit Ridge, LP	SUSO 1 Summit Ridge, LP c/o Slate Asset Management L.P. 121 King Street West Suite 200 Toronto, ON M5H 3T9	PSP Stores, LLC	Lease, dated 10/06/2015, as amended (Mount Pleasant, PA)	Mount Pleasant, PA (4381)	\$0.00
122000002	Swamp Land Acquisitions, LLC	Swamp Land Acquisitions, LLC PO BOX 141105 GAINESVILLE, FL 32614-1105	Buddy's Newco, LLC	Lease Agreement dated August 9, 2013, as amended (Store 9)	9	\$522.19
121806654	Sweet Home Pets, LLC	Sweet Home Pets, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	PSP Franchising, LLC	Franchise Agreement, dated 11/02/2022, as renewed or amended (Store #4546 - Florence)		\$0.00
121806655	Sweet Home Pets, LLC	Sweet Home Pets, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	PSP Franchising, LLC	Franchise Agreement, dated 11/02/2022, as renewed or amended (Store #4547 - Athens)		\$0.00
121806656	Sweet Home Pets, LLC	Sweet Home Pets, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	PSP Franchising, LLC	Franchise Agreement, dated 11/02/2022, as renewed or amended (Store #4548 - Cullman)		\$0.00

Assumed Contracts / Lease List

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121806658	Sweet Home Pets, LLC	Sweet Home Pets, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	PSP Franchising, LLC	Franchise Agreement, dated 11/02/2022, as renewed or amended (Store #4550 - Guntersville)		\$0.00
121806659	Sweet Home Pets, LLC	Sweet Home Pets, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	PSP Franchising, LLC	Franchise Agreement, dated 11/02/2022, as renewed or amended (Store #4551 - Hartselle)		\$0.00
121806660	Sweet Home Pets, LLC	Sweet Home Pets, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	PSP Franchising, LLC	Franchise Agreement, dated 11/02/2022, as renewed or amended (Store #4552 - Fort Payne)		\$0.00
121806662	Sweet Home Pets, LLC	Sweet Home Pets, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	PSP Franchising, LLC	Franchise Agreement, dated 11/02/2022, as renewed or amended (Store #4554 - Hazel Green)		\$0.00
121806663	Sweet Home Pets, LLC	Sweet Home Pets, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	PSP Franchising, LLC	Franchise Agreement, dated 11/02/2022, as renewed or amended (Store #4555 - Scottsboro)		\$0.00
121900106	SWG-Reynoldsburg, LLC	SWG-Reynoldsburg, LLC c/o Garner Group 3715 Northside Parkway Suite 4-325 Atlanta, GA 30327	PSP Stores, LLC	Lease, dated 01/29/2004, as amended (Reynoldsburg, OH)	Reynoldsburg, OH (0168)	\$0.00
121806675	Sydney's Pantry, LLC	Sydney's Pantry, LLC 14090 FM 2920, Ste. G551 Tomball, TX 77377	PSP Franchising, LLC	Franchise Agreement, dated 07/05/2023, as renewed or amended (Store #4607 - Cypress)		\$0.00
121806684	Synergy Franchising Corp. d/b/a Jani-King of Columbia	Synergy Franchising Corp. d/b/a Jani-King of Columbia 720 Gracern Road Suite 116 Columbia, SC 29210	PSP Distribution, LLC	JANI-KING MAINTENANCE AGREEMENT		\$3,025.00
121900175	T PITTSTON PA CROSSINGS, LLC	T PITTSTON PA CROSSINGS, LLC T Pittston Crossings P A, LLC 16600 Dallas Parkway Suite 300 Dallas, TX 75248	PSP Stores, LLC	Lease Agreement, dated 02/21/2017, as amended (Pittston, PA)	Pittston, PA (4165)	\$0.00
121806687	T&C Stillwaters, Inc.	T&C Stillwaters, Inc. 11930 Partridge Road Court N Stillwater, MN 55082	PSP Franchising, LLC	Franchise Agreement, dated 08/03/2020, as renewed or amended (Store #4412 - Fridley)		\$0.00
121806688	T&C Stillwaters, Inc.	T&C Stillwaters, Inc. 11930 Partridge Road Court N Stillwater, MN 55082	PSP Franchising, LLC	Franchise Agreement, dated 06/18/2021, as renewed or amended (Store #4438 - Blaine)		\$0.00
121806696	Tahoe Capital, LLC	Tahoe Capital, LLC 1410 Curtin St. Houston, TX 77018	PSP Franchising, LLC	Franchise Agreement, dated 02/26/2021, as renewed or amended (Store #4232 - Corpus Christi)		\$0.00
121802285	Talal Maatouk (Entity Pending)	Talal Maatouk (Entity Pending) Address on File	PSP Franchising, LLC	Franchise Agreement, dated 09/15/2023, as renewed or amended (Store #N/A - Foley)		\$0.00
121806710	Tallwave LLC	Tallwave LLC 4110 N. Scottsdale Rd. Suite 300 Scottsdale, AZ 85251	PSP Group, LLC	Pet Supplies Plus Competitor Strike - Statement of Work		\$0.00
121806716	Tar Hong Melamine USA Inc.	Tar Hong Melamine USA Inc. 780 S. Nogales City of Industry, CA 91748	PSP Group, LLC	Private Brand Products Agreement		\$0.00
121806726	Tayney Store 2 L.L.C.	Tayney Store 2 L.L.C. 8703 Black Cherry Crossing Katy, TX 77494	PSP Franchising, LLC	Franchise Agreement, dated 08/29/2016, as renewed or amended (Store #4129 - Katy)		\$0.00
121806727	Tayney Store 3, LLC	Tayney Store 3, LLC 8703 Black Cherry Crossing Katy, TX 77494	PSP Franchising, LLC	Franchise Agreement, dated 04/15/2019, as renewed or amended (Store #4253 - Katy)		\$0.00
121806728	Tayney Ventures, LP	Tayney Ventures, LP 8703 Black Cherry Crossing Katy, TX 77494	PSP Franchising, LLC	Franchise Agreement, dated 08/05/2014, as renewed or amended (Store #7019 - Katy)		\$0.00

Assumed Contracts / Lease List

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121900149	TCB-Stonebrook, LLC	TCB-Stonebrook, LLC c/o Newport Capital Partners 353 N. Clark Street Suite 3625 Chicago, IL 60654	PSP Stores, LLC	Lease, dated 12/01/2015, as amended (Merriquette Park, IL)	Merriquette Park, IL (4038)	\$0.00
121802281	Ted Lewis (Entity Pending)	Ted Lewis (Entity Pending) Address on File	PSP Franchising, LLC	Franchise Agreement, dated 02/23/2023, as renewed or amended (Store #N/A - Yuba City)		\$0.00
121806744	TEKsystems, Inc.	TEKsystems, Inc. 7437 Race Road Hanover, MD 21076	PSP Stores, LLC	Staffing Services Agreement - Modified		\$0.00
121806750	Tempur-Pedic North America, LLC	Tempur-Pedic North America, LLC 1000 Tempur Way Lexington, KY 40511-1386	Buddy's Newco, LLC	Incentive Agreement		\$0.00
121806751	Tempus Technologies, Inc.	Tempus Technologies, Inc. 120 E. Seventh St. Auburn, IN 46706	Pet Supplies "Plus", LLC	PaymentMate* Master Agreement		\$0.00
121806754	Tennessee Yankee, LLC	Tennessee Yankee, LLC 401 Old Pleasant Grove Road, Apartment 821 Mount Juliet, TN 37122-7315	PSP Franchising, LLC	Franchise Agreement, dated 10/09/2020, as renewed or amended (Store #4354 - Mt. Juliet)		\$0.00
121806757	TerraCycle US LLC	TerraCycle US LLC 121 New York Ave Trenton, NJ 8638	PSP Group, LLC	TerraCycle Program Master Agreement		\$0.00
121806759	TETRAD COMPUTER APPLICATIONS INC.	TETRAD COMPUTER APPLICATIONS INC. Suite 318 - 1788 West 5th Avenue Vancouver, BC V6J1P2	Pet Supplies "Plus", LLC	AMENDMENT #2 TO SITEWISE SOFTWARE AS A SERVICE (SAAS) LICENSE AGREEMENT		\$0.00
121806761	Texas Pet Supplies Inc.	Texas Pet Supplies Inc. 9672 E Balancing Rock Rd Scottsdale, AZ 85262	PSP Franchising, LLC	Franchise Agreement, dated 02/24/2020, as renewed or amended (Store #4311 - Amarillo)		\$0.00
121805454	Thakur Dangat (Entity Pending)	Thakur Dangat (Entity Pending) Address on File	PSP Franchising, LLC	Franchise Agreement, dated 01/22/2024, as renewed or amended (Store #N/A - Harrisburg)		\$0.00
122000318	The Fort Companies, LLC	The Fort Companies, LLC 12512 Gracie Lane Spanish Fort, AL 36527	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 02/01/2024, as amended or extended (Store 1011)	1011	\$0.00
121806793	The Garmon Corporation dba NaturVet	The Garmon Corporation dba NaturVet 27461 Via Industrial St Temecula, CA 92590	PSP Group, LLC	Consent Agreement		\$0.00
121806797	The Grocery Pup, LLC	The Grocery Pup, LLC 1401 Lavaca Street #204 Austin, TX 78701	PSP Group, LLC	PSP Group, LLC Pet Partner Manual and Addendum		\$0.00
121806804	The Hillman Group, Inc.	The Hillman Group, Inc. 10590 Hamilton Avenue Cincinnati, OH 45231	PSP Midco, LLC	ID Spot Engraver Agreement		\$0.00
121806813	The J Austria Project, LLC	The J Austria Project, LLC 10705 Seneca Spring Way Gaithersburg, MD 20886	PSP Franchising, LLC	Franchise Agreement, dated 07/17/2023, as renewed or amended (Store #4655 - Gaithersburg)		\$0.00
121900060	The Shoppes, LP	The Shoppes, LP c/o The Broadbent Company 117 E. Washington St Suite 300 Indianapolis, IN 46204	PSP Stores, LLC	Lease Agreement, dated 08/10/1993, as amended (Fort Wayne, IN)	Fort Wayne, IN (0052)	\$252.20
121900008	The Taxman Corporation	The Taxman Corporation 5125 Old Orchard Rd Suite 130 Skokie, IL 60077	Pet Supplies "Plus", LLC	Lease Agreement, dated 07/29/1993, as amended (Chicago, IL)	Chicago, IL (0066)	\$0.00
122000037	The Triple M Partnership 2, LLC	The Triple M Partnership 2, LLC PO BOX 2550 VICTORIA, TX 77902-2550	Buddy's Newco, LLC	First amendment to Lease Agreement dated February 28, 2024 (Store 1025)	1025	\$455.77

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121806858	The Ultimate Software Group Inc.	The Ultimate Software Group Inc. 2000 Ultimate Way Weston, FL 33326	PSP Group, LLC	The Ultimate Software Group, Inc. SaaS Agreement		\$0.00
121900244	The Vienna Shopping Center Limited Partnership	The Vienna Shopping Center Limited Partnership c/o Rappaport Management Company 8405 Greensboro Drive 8th Floor McLean, VA 22102-5121	WNW Stores, LLC	Lease, dated 12/07/2016, as amended (Vienna, VA)	Vienna, VA (3032)	\$129.59
121806869	Thermopylae Sciences & Technology, LLC Intergraph Corporation Hexagon Geospatial	Thermopylae Sciences & Technology, LLC Intergraph Corporation Hexagon Geospatial 1911 N. Fort Myer Dr. Suite 700 Arlington, VA 22209	Pet Supplies "Plus", LLC	Novation Agreement		\$0.00
121900095	THF Clarksburg Development Two, LLC	THF Clarksburg Development Two, LLC c/o THF Realty 2127 Innerbelt Business Center Dr Suite 200 St. Louis, MO 63114	PSP Stores, LLC	Lease, dated 07/11/2002, as amended (Clarksburg, WV)	Clarksburg, WV (0139)	\$0.00
121806875	Thomas Family Pet Supply, Inc.	Thomas Family Pet Supply, Inc. 37 Overbrook Road Painted Post, NY 14870	PSP Franchising, LLC	Franchise Agreement, dated 02/23/2022, as renewed or amended (Store #4499 - Corning/Elmira)		\$0.00
121900110	TIA Holdings ETY LLC	TIA Holdings ETY LLC c/o Realty Invest 4263 Gavin Lane Columbus, OH 43220	PSP Stores, LLC	Lease, dated 06/25/2008, as amended (Lancaster, OH)	Lancaster, OH (0190)	\$1,042.39
121900192	TIA Holdings Mill Run, LLC	TIA Holdings Mill Run, LLC 2503 East Broad Street Columbus, OH 43209	PSP Stores, LLC	Lease, dated 07/17/1997, as amended (Hilliard, OH)	Hilliard, OH (4383)	\$551.64
121900074	Tiffin Ave 2023 LLC	Tiffin Ave 2023 LLC 2407 Columbia Pike Suite 200 Arlington, VA 22204	PSP Stores, LLC	Lease, dated 11/30/1998, as amended (Findlay, OH)	Findlay, OH (0089)	\$0.00
121806895	TiLu Pets, Inc.	TiLu Pets, Inc. 1517 Lakeview Ave. Sylvan Lake, MI 48320	PSP Franchising, LLC	Franchise Agreement, dated 01/12/2015, as renewed or amended (Store #4024 - Tampa)		\$0.00
121900193	Timber Springfield Properties, LLC	Timber Springfield Properties, LLC 1060 W State Rd. 434 Suite 156 Longwood, FL 32750	PSP Stores, LLC	Lease, dated 09/15/2004, as amended (Springfield, OH)	Springfield, OH (4387)	\$0.00
121900166	TKG Management, Inc	TKG Management, Inc 211 N. Stadium Boulevard Suite 201 Columbia, MO 65203	PSP Stores, LLC	Lease Agreement, dated 02/22/2016, as amended (Fairhaven, MA)	Fairhaven, MA (4106)	\$0.00
121806914	T-Mobile USA, Inc.	T-Mobile USA, Inc. 12920 S.E. 38th Street Bellevue, WA 98006	PSP Group, LLC	T-Mobile Master Corporate Services Agreement		\$0.00
121900187	Tolson Investments, LLC	Tolson Investments, LLC c/o Tolson Enterprises 7150 W. Central Ave Suite 200 Toledo, OH 43617	PSP Stores, LLC	Lease, dated 08/19/2019, as amended (Fremont, OH)	Fremont, OH (4267)	\$0.00
121806943	Torberg Holdings, LLC	Torberg Holdings, LLC 737 Lake Shore Grosse Pointe Shores, MI 48236	PSP Franchising, LLC	Franchise Agreement, dated 12/19/2016, as renewed or amended (Store #4124 - Naples)		\$0.00
121806944	Total Pet Supply Depot Inc.	Total Pet Supply Depot Inc. 9601 Humboldt Avenue South Bloomington, MN 55431	PSP Franchising, LLC	Franchise Agreement, dated 02/24/2021, as renewed or amended (Store #4488 - Apple Valley)		\$0.00
122000319	TPGBHF, LLC	TPGBHF, LLC 2100 N Lake Eloise Drive Winter Haven, FL 33884	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/20/2023, as amended or extended (Store 160)	160	\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
122000320	TPGBHF, LLC	TPGBHF, LLC 2100 N Lake Eloise Drive Winter Haven, FL 33884	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/20/2023, as amended or extended (Store 161)	161	\$0.00
122000321	TPGBHF, LLC	TPGBHF, LLC 2100 N Lake Eloise Drive Winter Haven, FL 33884	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 06/20/2023, as amended or extended (Store 162)	162	\$0.00
122000322	TPGBHF, LLC	TPGBHF, LLC 2100 N Lake Eloise Drive Winter Haven, FL 33884	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 05/21/2024, as amended or extended (Store 163)	163	\$0.00
122000323	TPGBHF, LLC	TPGBHF, LLC 2100 N Lake Eloise Drive Winter Haven, FL 33884	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 02/23/2024, as amended or extended (Store 164)	164	\$0.00
121806951	Tradesmen International, LLC	Tradesmen International, LLC 9760 Shepard Rd Macedonia, OH 44056	PSP Distribution, LLC	Master Services Agreement		\$0.00
121806965	Transplace Texas, LP	Transplace Texas, LP 3010 Gaylord Parkway Suite 200 Frisco, TX 75034	Pet Supplies "Plus", LLC	Transportation Logistics Management Services Agreement - Amendment No. 6		\$0.00
121900189	Traver Village Limited Partnership	Traver Village Limited Partnership c/o First Martin Corporation 115 Depot Street Ann Arbor, MI 48104	PSP Stores, LLC	Lease, dated 09/30/1991, as amended (Ann Arbor, MI)	Ann Arbor, MI (4324)	\$8,411.37
121900057	Treeco/Elwood Limited Partnership	Treeco/Elwood Limited Partnership 10 E. Palisade Avenue Englewood, NJ 07631	PSP Stores, LLC	Lease, dated 11/02/1998, as amended (East Northport, NY)	East Northport, NY (9030)	\$8,441.75
121806972	Trident4, Inc.	Trident4, Inc. 4885 Ketchum Court Granite Bay, CA 95746	PSP Franchising, LLC	Franchise Agreement, dated 06/07/2023, as renewed or amended (Store #4625 - Roseville)		\$0.00
121900196	Triple Bar Kendig Square, LLC	Triple Bar Kendig Square, LLC c/o J.C. Bar 224 St. Charles Way Suite 290 York, PA 17402	PSP Stores, LLC	Lease, dated 08/24/2012, as amended (Willow St, PA)	Willow St, PA (4394)	\$0.00
122000324	TryBudCoLLC	TryBudCoLLC 6200 Mountain Brook Lane NW Atlanta, GA 30328	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 11/21/2022, as amended or extended (Store 121)	121	\$0.00
122000325	TryBudCoLLC	TryBudCoLLC 6200 Mountain Brook Lane NW Atlanta, GA 30328	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 07/07/2022, as amended or extended (Store 122)	122	\$0.00
122000326	TryBudCoLLC	TryBudCoLLC 6200 Mountain Brook Lane NW Atlanta, GA 30328	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 03/31/2023, as amended or extended (Store 123)	123	\$0.00
122000327	TryBudCoLLC	TryBudCoLLC 6200 Mountain Brook Lane NW Atlanta, GA 30328	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 10/01/2021, as amended or extended (Store 120)	120	\$0.00
121900054	TT Mt. Airy, LLC	TT Mt. Airy, LLC c/o Rappaport Management Company 8405 Greensboro Drive Suite 830 McLean, VA 22102	PSP Stores, LLC	Lease Agreement, dated 09/05/2013, as amended (Mt Airy, MD)	Mt. Airy, MD (4405)	\$618.96
122000035	Tuscany Town Center Management, LLC	Tuscany Town Center Management, LLC 7420 GOLDEN POND SUITE 100 ARMARILLO, TX 79121	Buddy's Newco, LLC	Commercial Lease dated July 1, 2022 (Store 1023)	1023	\$353.04
121807008	Twin Holdings Corp.	Twin Holdings Corp. 10547 Meridian Place Northeast Lake Stevens, WA 98258	PSP Franchising, LLC	Franchise Agreement, dated 09/21/2021, as renewed or amended (Store #4521 - Kennewick)		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121807023	UKG Inc.	UKG Inc. 900 Chelmsford St Lowell, MA 01851	PSP Group, LLC	UKG Order		\$0.00
129990003	UMR, Inc.	UMR, Inc. UnitedHealthcare Attention: Paul Cirillo City Place I 185 Asylum St. Hartford, CT 06103	Franchise Group, Inc.	Administrative Services Agreement, between UMR, Inc. and Franchise Group, Inc., effective as of January 1, 2024		\$0.00
121807032	Unforgettable Pets Corp.	Unforgettable Pets Corp. 217 Copperwood Loop Conway, SC 29526-5036	PSP Franchising, LLC	Franchise Agreement, dated 05/19/2022, as renewed or amended (Store #4524 - Conway)		\$0.00
121900107	Union Consumer Improvements, LLC	Union Consumer Improvements, LLC c/o DLC Management Corp. 565 Taxter Road Suite 400 Elmsford, NY 10523	PSP Stores, LLC	Lease, dated 09/30/2005, as amended (Cheektowaga, NY)	Cheektowaga, NY (0172)	\$0.00
121807036	Unique Petz Treatz, LLC	Unique Petz Treatz, LLC 10 West 33rd Street Suite 220 New York, NY 10001	PSP Group, LLC	Private Brand Products Agreement		\$0.00
121900055	University Plaza Associates, LLC	University Plaza Associates, LLC c/o Nigro Companies 20 Corporate Woods Blvd. Albany, NY 12211	PSP Stores, LLC	Lease Agreement, dated 09/13/1996, as amended (Albany, NY)	Albany, NY (9024)	\$13,848.25
121807072	Unleashed Brands, LLC	Unleashed Brands, LLC 2350 Airport Freeway, Suite 505 Bedford, TX 76022	Franchise Group, Inc.	Transition Services Agreement		\$0.00
121807079	Upstream Commerce Inc.	Upstream Commerce Inc. 228 Park Ave S. #89632 New York, NY 10003-1502	Pet Supplies "Plus", LLC	Upstream Commerce Master Agreement		\$0.00
121807082	Upstream Commerce Client	Upstream Commerce Client 228 Park Ave S. #89632 New York, NY 10003-1502	PSP Group, LLC	Service Level Agreement		\$0.00
121807087	US Pet Goods LLC	US Pet Goods LLC 3535 Inland Empire Blvd. Ontario, CA 91764	PSP Franchising, LLC	Franchise Agreement, dated 02/01/2023, as renewed or amended (Store #4584 - Corona)		\$0.00
121807088	US Retail, Inc.	US Retail, Inc. 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, as renewed or amended (Store #11 - Wyoming)		\$0.00
121807089	US Retail, Inc.	US Retail, Inc. 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, as renewed or amended (Store #45 - Grand Rapids)		\$0.00
121807090	US Retail, Inc.	US Retail, Inc. 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, as renewed or amended (Store #94 - Caledonia)		\$0.00
121807091	US Retail, Inc.	US Retail, Inc. 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, as renewed or amended (Store #121 - Grandville)		\$0.00
121807092	US Retail, Inc.	US Retail, Inc. 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, as renewed or amended (Store #150 - Grand Rapids)		\$0.00
121807098	USR Tennessee, LLC	USR Tennessee, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 08/19/2015, as renewed or amended (Store #4026 - Maryville)		\$0.00
121807099	USR Tennessee, LLC	USR Tennessee, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 09/16/2021, as renewed or amended (Store #4473 - Kingsport)		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121807100	USR Tennessee, LLC	USR Tennessee, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 10/18/2021, as renewed or amended (Store #4477 - Murfreesboro)		\$0.00
121807101	USR Tennessee, LLC	USR Tennessee, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 04/29/2023, as renewed or amended (Store #4598 - Hermitage)		\$0.00
121807102	USR Tennessee, LLC	USR Tennessee, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 02/02/2002, as renewed or amended (Store #8006 - Knoxville)		\$0.00
121807103	USR Tennessee, LLC	USR Tennessee, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 04/02/2002, as renewed or amended (Store #8033 - Oak Ridge)		\$0.00
121807104	USR Tennessee, LLC	USR Tennessee, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 06/02/2011, as renewed or amended (Store #8045 - Knoxville)		\$0.00
121807105	USR Tennessee, LLC	USR Tennessee, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 01/19/2012, as renewed or amended (Store #8049 - Knoxville)		\$0.00
121807106	USR Tennessee, LLC	USR Tennessee, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 08/26/2013, as renewed or amended (Store #8061 - Cookeville)		\$0.00
129990014	USR Tennessee, LLC	USR Tennessee, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 09/08/2021, as renewed or amended (Store #4430 - Johnson City)		\$0.00
121807108	USR Virginia, LLC	USR Virginia, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 02/18/2015, as renewed or amended (Store #8055 - Franconia)		\$0.00
121807109	USR Virginia, LLC	USR Virginia, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 02/18/2015, as renewed or amended (Store #8056 - Centreville)		\$0.00
121807110	USR Virginia, LLC	USR Virginia, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 02/18/2015, as renewed or amended (Store #8060 - Ashburn)		\$0.00
121807111	USRH JV3, LLC	USRH JV3, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 03/07/2017, as renewed or amended (Store #4131 - Manassas)		\$0.00
121807112	USRH JV3, LLC	USRH JV3, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 03/15/2017, as renewed or amended (Store #4133 - Frisco)		\$0.00
121807113	USRH JV3, LLC	USRH JV3, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 09/06/2017, as renewed or amended (Store #4151 - Fort Worth)		\$0.00
121807114	USRH JV3, LLC	USRH JV3, LLC 17863 170th Avenue, Suite 101 Spring Lake, MI 49456	PSP Franchising, LLC	Franchise Agreement, dated 03/17/2023, as renewed or amended (Store #4591 - Richardson)		\$0.00
121807123	VALASSIS COMMUNICATIONS, INC.	VALASSIS COMMUNICATIONS, INC. 275 7th Ave #1701 New York, NY 10018	PSP Group, LLC	AMENDMENT #1 to VALASSIS SERVICES AGREEMENT		\$0.00
121900236	Valley Properties, Inc.	Valley Properties, Inc. 875 East Street Tewksbury, MA 01876	PSP Stores, LLC	Lease, dated 08/13/2013, as amended (Billerica, MA)	Billerica, MA (9069)	\$782.36
121900237	Valley Properties, Inc.	Valley Properties, Inc. 875 East Street Tewksbury, MA 01876	PSP Stores, LLC	Lease, dated 08/13/2013, as amended (Haverhill, MA)	Haverhill, MA (9068)	\$0.00
121807129	Valsoft Corporation Inc dba GbBIS	Valsoft Corporation Inc dba GbBIS 7405 Rte Transcanadienne, Suite 100 Montreal, QC H4T 1Z2	Franchise Group, Inc.	Web Application Agreement Amendment 9		\$0.00

Assumed Contracts / Lease List

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121807144	Vatic Outsourcing, LLC	Vatic Outsourcing, LLC 1827 Powers Ferry Road SE Building 3 Atlanta, GA 30339	Pet Supplies "Plus", LLC	Statement of Work Ongoing Consulting/Outsourcing Maintenance Function		\$0.00
121807145	Vatic Outsourcing, LLC	Vatic Outsourcing, LLC 1827 Powers Ferry Road SE Building 3 Atlanta, GA 30339	Pet Supplies "Plus", LLC	Amendment #1 to Agreement		\$0.00
121807156	Vector Intelligent Solutions, LLC, d/b/a Vector Security Networks	Vector Intelligent Solutions, LLC, d/b/a Vector Security Networks 2000 Ericsson Dr Warrendale, PA 15086	Pet Supplies "Plus", LLC	Sales Order for Managed Services		\$0.00
121807164	Vector Intelligent Solutions, LLC, d/b/a Vector Security Networks	Vector Intelligent Solutions, LLC, d/b/a Vector Security Networks 2000 Ericsson Dr Warrendale, PA 15086	Pet Supplies "Plus", LLC	Amendment to Statement of Work for IRG Services		\$0.00
121807167	Vector Security, Inc.	Vector Security, Inc. 2000 Ericsson Dr Warrendale, PA 15086	PSP Group, LLC	Second Amendment to Statement of Work for IRG Services		\$0.00
121807184	Velosio, LLC	Velosio, LLC 5747 Perimeter Drive, Suite 200 Dublin, OH 43017	Franchise Group, Inc.	Stratos Cloud Alliance Partner Agreement		\$0.00
122000030	Vero Beach Investment Group II	Vero Beach Investment Group II 701 Devonshire Drive Champaign, IL 61820	Buddy's Newco, LLC	Lease Agreement dated October 23, 2018, as amended or assigned (Store 58)	58	\$529.57
121900161	VILLAGE MOORESVILLE STATION LLC	VILLAGE MOORESVILLE STATION LLC c/o Phillips Edison & Company 11501 Northlake Drive Cincinnati, OH 45249	PSP Stores, LLC	Lease Agreement, dated 10/31/2016, as amended (Mooresville, IN)	Mooresville, IN (4089)	\$0.00
121807238	Violet's Pet Domain, LLC	Violet's Pet Domain, LLC 208 St. James Avenue, Suite B Goose Creek, SC 29445	WNW Franchising, LLC	Franchise Agreement, dated 09/12/2022 (Store #3040 -)		\$0.00
121802290	Vishal Sudera (Entity Pending)	Vishal Sudera (Entity Pending) Address on File	PSP Franchising, LLC	Franchise Agreement, dated 04/09/2022, as renewed or amended (Store #N/A - Syracuse)		\$0.00
121807244	Vitakraft Sun Seed, Inc.	Vitakraft Sun Seed, Inc. 20584 Long Judson Road Weston, OH 43569	PSP Group, LLC	PSP Private Brand Agreement Consumables		\$0.00
121807309	Wagging Tails, LLC	Wagging Tails, LLC 18336 Santa Belinda Circle Fountain Valley, CA 92708	PSP Franchising, LLC	Franchise Agreement, dated 12/27/2018, as renewed or amended (Store #4019 - Yorba Linda)		\$0.00
121807310	Wagsalot, LLC	Wagsalot, LLC 61 Boxwood Lane Dover, NH 03820	PSP Franchising, LLC	Franchise Agreement, dated 04/16/2019, as renewed or amended (Store #4260 - Somersworth)		\$0.00
121807324	Ware Manufacturing Inc.	Ware Manufacturing Inc. 1439 S 40th Ave Ste 400 Phoenix, AZ 85009	PSP Group, LLC	Private Brand Products Agreement		\$0.00
121900022	Warwick Devco, LP	Warwick Devco, LP c/o Waters Retail Group 200 Old Forge Lane Suite 201 Kennett Square, PA 19348	Pet Supplies "Plus", LLC	Lease, dated 07/02/2015, as amended (Lititz, PA)	Lititz, PA (4403)	\$0.00
121900051	Wayne Towne Enterprises, Ltd.	Wayne Towne Enterprises, Ltd. c/o Omega Real Estate Management 6151 Wilson Mills Road Suite 100 Highland Heights, OH 44143	PSP Stores, LLC	Lease Agreement, dated 07/01/1997, as amended (Wooster, OH)	Wooster, OH (0102)	\$4,134.27
121807340	WdR Investments, LLC	WdR Investments, LLC 6 Stone Chimney Drive Wildwood, MO 63038	PSP Franchising, LLC	Franchise Agreement, dated 10/01/2020, as renewed or amended (Store #4351 - St. Peters)		\$0.00

Assumed Contracts / Lease List

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121807341	We Heart Pets II, LLC	We Heart Pets II, LLC 18184 Shinnecock Hills Place Leesburg, VA 20176	PSP Franchising, LLC	Franchise Agreement, dated 10/18/2023, as renewed or amended (Store #4618 - Glenarden)		\$0.00
121807342	We Heart Pets, LLC	We Heart Pets, LLC 18184 Shinnecock Hills Place Leesburg, VA 20176	PSP Franchising, LLC	Franchise Agreement, dated 06/26/2023, as renewed or amended (Store #4620 - Suffolk)		\$0.00
121807344	Weber Group Pets, LLC	Weber Group Pets, LLC 4277 Murfreesboro Rd. Franklin, TN 37067	PSP Franchising, LLC	Franchise Agreement, dated 08/31/2020, as renewed or amended (Store #4340 - Cabot)		\$0.00
121807345	Weber Group Pets, LLC	Weber Group Pets, LLC 4277 Murfreesboro Rd. Franklin, TN 37067	PSP Franchising, LLC	Franchise Agreement, dated 08/31/2020, as renewed or amended (Store #4342 - Panama City)		\$0.00
121807346	Weber Group Pets, LLC	Weber Group Pets, LLC 4277 Murfreesboro Rd. Franklin, TN 37067	PSP Franchising, LLC	Franchise Agreement, dated 03/31/2022, as renewed or amended (Store #4514 - Gallatin)		\$0.00
121807348	WebNoz Pets, Inc.	WebNoz Pets, Inc. 4277 Murfreesboro Rd. Franklin, TN 37067	PSP Franchising, LLC	Franchise Agreement, dated 08/12/2015, as renewed or amended (Store #4022 - Hendersonville)		\$0.00
121807349	WebNoz Pets, Inc.	WebNoz Pets, Inc. 4277 Murfreesboro Rd. Franklin, TN 37067	PSP Franchising, LLC	Franchise Agreement, dated 08/12/2015, as renewed or amended (Store #4023 - Rogers)		\$0.00
121807350	WebNoz Pets, Inc.	WebNoz Pets, Inc. 4277 Murfreesboro Rd. Franklin, TN 37067	PSP Franchising, LLC	Franchise Agreement, dated 08/31/2020, as renewed or amended (Store #4341 - Franklin)		\$0.00
121807351	WebNoz Pets, Inc.	WebNoz Pets, Inc. 4277 Murfreesboro Rd. Franklin, TN 37067	PSP Franchising, LLC	Franchise Agreement, dated 08/31/2020, as renewed or amended (Store #4343 - Pensacola)		\$0.00
121807354	Wee Pets 1, LLC	Wee Pets 1, LLC 118 Galvin Circle Kennett Square, PA 19348	PSP Franchising, LLC	Franchise Agreement, dated 01/22/2021, as renewed or amended (Store #4377 - Thorndale)		\$0.00
121807355	Wee Pets 2, LLC	Wee Pets 2, LLC 118 Galvin Circle Kennett Square, PA 19348	PSP Franchising, LLC	Franchise Agreement, dated 01/22/2021, as renewed or amended (Store #4376 - Kennett Square)		\$0.00
121900120	Wegmans Food Markets, Inc.	Wegmans Food Markets, Inc. Attn: Senior VP - Real Estate & Development 1500 Brooks Ave. Box 30844 New York, NY 14603	PSP Stores, LLC	Lease, dated 03/29/2013, as amended (Penfield, NY)	Penfield, NY (0214)	\$892.52
121900052	Wegmans Food Markets, Inc.	Wegmans Food Markets, Inc. Attn: Senior VP, Real Estate Development 1500 Brooks Avenue P.O. Box 30844 Rochester, NY 14603-0844	PSP Stores, LLC	Lease, dated 12/01/2015, as amended (Greece, NY)	Greece, NY (4035)	\$499.73
121900148	Wegmans Food Markets, Inc.	Wegmans Food Markets, Inc. Attn: Senior VP - Real Estate & Development 1500 Brooks Ave. Box 30844 New York, NY 14603	Pet Supplies "Plus", LLC	Lease, dated 07/31/2007, as amended (Fairport, NY)	Fairport, NY (0181)	\$0.00
121807383	Wells Fargo Financial Leasing, Inc.	Wells Fargo Financial Leasing, Inc. 800 Walnut 4th floor Des Moines, IA 50309	PSP Stores, LLC	Master Equipment Lease Agreement and Related Schedules		\$1,070.12
121807391	Wells Fargo Financial Leasing, Inc.	Wells Fargo Financial Leasing, Inc. 800 Walnut 4th floor Des Moines, IA 50309	PSP Stores, LLC	Addendum to Master Equipment Lease Agreement		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121807396	Wenzhou Yuanfei Pet Toy Products Co; Ltd.	Wenzhou Yuanfei Pet Toy Products Co; Ltd. No.1 Chongle Road Shuitou Town Pingyang Zhejiang, 325405	PSP Group, LLC	Private Brand Products Agreement		\$0.00
121807400	West Orlando Pets, LLC	West Orlando Pets, LLC 2502 Lake Debra Drive, Apartment 304 Orlando, FL 32835	PSP Franchising, LLC	Franchise Agreement, dated 06/05/2024, as renewed or amended (Store #4648 - Horizon West)		\$0.00
121900084	WestBay Plaza, LLC	WestBay Plaza, LLC c/o Carter Properties, LLC 13 West Hanna Lane Bratenahl, Ohio 44108	PSP Stores, LLC	Lease, dated 10/18/2017, as amended (Westlake, OH)	Westlake, OH (0114)	\$0.00
121900077	Western Skies Management, Inc.	Western Skies Management, Inc. c/o The Kroenke Group 211 N. Stadium Blvd. Suite 201 Columbia, MO 65103	PSP Stores, LLC	Lease, dated 07/02/1997, as amended (St. Clairsville, OH)	St. Clairsville, OH (0099)	\$0.00
121807420	Whirlpool Corporation	Whirlpool Corporation 553 Benson Road Benton Harbor, MI 49022	Buddy's Newco, LLC	Whirlpool Corporation Sales Agreement		\$0.00
121807422	Whiskers & Tails, LLC	Whiskers & Tails, LLC c/o Corporation Service Company, 251 Little Falls Drive Wilmington, DE 19808	PSP Franchising, LLC	Franchise Agreement, dated 10/19/2020, as renewed or amended (Store #4365 -)		\$0.00
121807429	WIDEN ENTERPRISES, INC.	WIDEN ENTERPRISES, INC. 6911 Mangrove Lane Madison, WI 53713	Pet Supplies "Plus", LLC	MASTER SERVICE AGREEMENT		\$0.00
121900234	Widewaters Country Squire Company, LLC	Widewaters Country Squire Company, LLC c/o The Widewaters Group 5845 Widewaters Parkway Suite 100 East Syracuse, NY 13057	PSP Stores, LLC	Lease, dated 04/26/2013, as amended (Cicero, NY)	Cicero, NY (9061)	\$0.00
121807433	Wildcat Pets NC, LLC	Wildcat Pets NC, LLC 9300 Shelbyville Rd., Suite 204 Louisville, KY 40222	PSP Franchising, LLC	Franchise Agreement, dated 06/06/2018, as renewed or amended (Store #4007 - Greenville)		\$0.00
121807434	Wildcat Pets NC, LLC	Wildcat Pets NC, LLC 9300 Shelbyville Rd., Suite 204 Louisville, KY 40222	PSP Franchising, LLC	Franchise Agreement, dated 01/15/2019, as renewed or amended (Store #4215 - Hope Mills)		\$0.00
121900023	Wilmann Companies	Wilmann Companies 9601 Katy Freeway Suite 480 Houston, TX 77024	Pet Supplies "Plus", LLC	Lease Agreement, dated 10/05/2015, as amended (Spring, TX)		\$0.00
121807443	Wilson PSP, LLC	Wilson PSP, LLC 4135 W 9860 North Street Cedar Hills, UT 84062	PSP Franchising, LLC	Franchise Agreement, dated 06/03/2022, as renewed or amended (Store #4533 - Sandy)		\$0.00
121807444	Wilson Wags & Whiskers, LLC	Wilson Wags & Whiskers, LLC 28419 Wild Mustang Lane Fulshear, TX 77441	PSP Franchising, LLC	Franchise Agreement, dated 12/19/2023, as renewed or amended (Store #4290 - Pearland)		\$0.00
121807445	Wilson, Inc.	Wilson, Inc. 14240 Imboden Rd. Hudson, CO 80642	PSP Franchising, LLC	Franchise Agreement, dated 04/26/2022, as renewed or amended (Store #4520 - Brighton)		\$0.00
121807455	Winner Field Development Limited	Winner Field Development Limited Flat/ RM B BLK 8 10/F Sea Crest Villa Phase 318 Castle Peak Road Tsing Lung Tau , 999077	PSP Group, LLC	Private Brand Products Agreement		\$0.00
121807459	Wisconsin Pets, LLC	Wisconsin Pets, LLC 2295 Spring Rose Road Verona, WI 53593	PSP Franchising, LLC	Franchise Agreement, dated 08/31/2015, as renewed or amended (Store #4031 - Fitchburg)		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
121900240	WKA Fairfax LLC	WKA Fairfax LLC 2213 Concord Pike Wilmington, DE 19803	PSP Stores, LLC	Lease, dated 10/30/2013, as amended (Wilmington, DE)	Wilmington, DE (9073)	\$0.00
121807466	WNW Pet, LLC	WNW Pet, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	WNW Franchising, LLC	Franchise Agreement, dated 02/22/2022 (Store #3002 - Castle Rock)		\$0.00
121807467	WNW Pet, LLC	WNW Pet, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	WNW Franchising, LLC	Franchise Agreement, dated 02/22/2022 (Store #3003 - Littleton)		\$0.00
121807468	WNW Pet, LLC	WNW Pet, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	WNW Franchising, LLC	Franchise Agreement, dated 02/22/2022 (Store #3004 - Colorado Springs)		\$0.00
121807469	WNW Pet, LLC	WNW Pet, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	WNW Franchising, LLC	Franchise Agreement, dated 02/22/2022 (Store #3005 - Colorado Springs)		\$0.00
121807470	WNW Pet, LLC	WNW Pet, LLC 1345 George Jenkins Blvd. Lakeland, FL 33815	WNW Franchising, LLC	Franchise Agreement, dated 02/22/2022 (Store #3006 - Colorado Springs)		\$0.00
121807486	World Wide Imports Enterprises, Inc.	World Wide Imports Enterprises, Inc. 5315 NW 10th Terrace Fort Lauderdale, FL 33309	PSP Group, LLC	Private Brand Products Agreement		\$0.00
121807488	WorQFlow Solutions	WorQFlow Solutions 650 California St 7th Floor San Francisco, CA 94108	PSP Group, LLC	Client Services Agreement		\$0.00
122000328	WRCT Investments, LLC	WRCT Investments, LLC 1036 Glendalyn Circle Spartanburg, SC 29302	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 05/27/2021, as amended or extended (Store 582)	582	\$0.00
122000329	WRCT Investments, LLC	WRCT Investments, LLC 1036 Glendalyn Circle Spartanburg, SC 29302	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 03/29/2022, as amended or extended (Store 414)	414	\$0.00
122000330	WRCT Investments, LLC	WRCT Investments, LLC 1036 Glendalyn Circle Spartanburg, SC 29302	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 03/31/2018, as amended or extended (Store 463)	463	\$0.00
122000331	WRCT Investments, LLC	WRCT Investments, LLC 1036 Glendalyn Circle Spartanburg, SC 29302	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 03/31/2018, as amended or extended (Store 464)	464	\$0.00
122000332	WRCT Investments, LLC	WRCT Investments, LLC 1036 Glendalyn Circle Spartanburg, SC 29302	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 03/31/2018, as amended or extended (Store 465)	465	\$0.00
122000333	WRCT Investments, LLC	WRCT Investments, LLC 1036 Glendalyn Circle Spartanburg, SC 29302	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 09/08/2016, as amended or extended (Store 581)	581	\$0.00
122000334	WRCT Investments, LLC	WRCT Investments, LLC 1036 Glendalyn Circle Spartanburg, SC 29302	Buddy's Franchising and Licensing LLC	Franchise Agreement, dated 09/29/2023, as amended or extended (Store 583)	583	\$0.00
121807491	Wrike, Inc.	Wrike, Inc. 9171 Towne Center Drive Suite 200 San Diego, CA 82122	Pet Supplies "Plus", LLC	Amendment to the Agreement		\$0.00
121807492	Wrike, Inc.	Wrike, Inc. 9171 Towne Center Drive Suite 200 San Diego, CA 82122	Pet Supplies "Plus", LLC	Wrike Subscription Order Form		\$0.00
121807520	Yong Zhen Rubber & Plastic Co., Ltd.	Yong Zhen Rubber & Plastic Co., Ltd. No. 2 Hong Teng Road Industry (S) Park Qing Yang Town , 214403	PSP Group, LLC	Private Brand Products Agreement		\$0.00

Assumed Contracts / Lease List

ID #	Assumption Counterparty	Assumption Counterparty's Address	Debtor Entity	Description of Agreement	Store	Cure Amount
122000031	Zephyr, LLC	Zephyr, LLC 7162 Reading Road Ste 730 Attn: Mark D. Ayer Cincinnati, OH 45327	Buddy's Newco, LLC	Lease, executed on or about August 2018, as amended or extended (Store 60)	60	\$346.97
121807539	Zhong Bi (Entity Pending)	Zhong Bi (Entity Pending) Address on File	WNW Franchising, LLC	Franchise Agreement, dated 01/19/2024 (Store #N/A - Barrington)		\$0.00
121807546	ZippyApp	ZippyApp 440 N Wolfe Rd # Ms177 Sunnyvale, CA 94085	Buddy's Newco, LLC	Software Subscription		\$0.00
121807548	Zmags	Zmags 332 Congress St 2nd Floor Boston, MA 02210	Pet Supplies "Plus", LLC	Order and Master Subscription Agreement		\$0.00
121807549	Zmags Corporation	Zmags Corporation 332 Congress St 2nd Floor Boston, MA 02210	Pet Supplies "Plus", LLC	Zmags Services Order Form		\$0.00
121807552	Zoetis US LLC	Zoetis US LLC 10 Sylvan Way Parsippany, NJ 07054	PSP Group, LLC	Retail M&P Funds Agreement		\$0.00
121807557	ZR&J Enterprises, LLC	ZR&J Enterprises, LLC 4304 Prestwick Dr. Erie, PA 16506	PSP Franchising, LLC	Franchise Agreement, dated 05/17/2016, as renewed or amended (Store #4074 - Erie)		\$0.00
121807558	ZR&J Enterprises, LLC	ZR&J Enterprises, LLC 4304 Prestwick Dr. Erie, PA 16506	PSP Franchising, LLC	Franchise Agreement, dated 12/05/2016, as renewed or amended (Store #4103 - Erie)		\$0.00
121807559	ZR&J Enterprises, LLC	ZR&J Enterprises, LLC 4304 Prestwick Dr. Erie, PA 16506	PSP Franchising, LLC	Franchise Agreement, dated 12/31/2020, as renewed or amended (Store #4378 - Ashtabula)		\$0.00
121807560	ZR&J Enterprises, LLC	ZR&J Enterprises, LLC 4304 Prestwick Dr. Erie, PA 16506	PSP Franchising, LLC	Franchise Agreement, dated 07/28/2021, as renewed or amended (Store #4459 - Hamburg)		\$0.00
121807561	ZR&J Enterprises, LLC	ZR&J Enterprises, LLC 4304 Prestwick Dr. Erie, PA 16506	PSP Franchising, LLC	Franchise Agreement, dated 06/12/2018, as renewed or amended (Store #4460 - Willoughby)		\$0.00
121807562	ZR&J Enterprises, LLC	ZR&J Enterprises, LLC 4304 Prestwick Dr. Erie, PA 16506	PSP Franchising, LLC	Franchise Agreement, dated 10/28/2021, as renewed or amended (Store #4478)		\$0.00
121900121	ZRP Fishers Crossing LLC	ZRP Fishers Crossing LLC c/o Ziff Properties, Inc. 200 Wingo Way Suite 100 MT. Pleasant, SC 29464	PSP Stores, LLC	Lease, dated 04/02/2013, as amended (Fishers, IN)	Fishers, IN (0216)	\$0.00

Exhibit L

Freedom HoldCo Debtor Released Claims Updated Summary

All Claims and Causes of Action previously identified as actionable in the Freedom Independent Director Report (the conclusions of which were summarized in Exhibit J to the First Plan Supplement) shall be released and settled in full pursuant to the terms of the Global Settlement as incorporated into the Plan.¹

For the avoidance of doubt, in connection therewith, (a) Mr. John Hartmann, (b) Mr. Andrew F. Kaminsky, (c) Mr. Andrew M. Laurence, and (d) Ms. Tiffany McMillan-McWaters shall be Released Parties under the Plan and any Claims and Causes of Action previously identified as actionable by the Freedom HoldCo Independent Director with respect to the foregoing individuals shall be released and settled in full.

Additional information regarding the Global Settlement and the release of such Claims and Causes of Action can be found in the Disclosure Statement Supplement.²

¹ See *Notice of Global Settlement* [Docket No. 1290].

² See *Order (I) Approving the Form, Content, and Manner of Notice of the Disclosure Statement Supplement, (II) Approving Certain Deadlines and Procedures in Connection with Confirmation, and (III) Granting Related Relief* [Docket No. 1322, Exhibit A].